



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rancho Management Services (BC) Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, CNC, MT, O

### Introduction

This was a hearing with respect to applications by the landlord and by the tenants. The hearing was conducted by conference call. The landlord's representative and the tenants called in and participated in the hearing.

### Issue(s) to be Decided

Should the tenants be granted more time to dispute the Notice to End Tenancy?  
Should the Notice to End Tenancy dated June 2, 2016 be cancelled?  
Is the landlord entitled to an order of possession pursuant to the Notice to End Tenancy?

### Background and Evidence

The rental unit is a strata title apartment in Abbotsford. The landlord, a property management company was unable to say when the tenancy began, but there has been an ongoing tenancy for some time between the tenants and the owner pursuant to a verbal agreement. The landlord's representative testified that the landlord was instructed by the owner of the rental unit to act as the landlord on his behalf and to enter into a written tenancy agreement with the tenants. She said that the tenants signed a tenancy agreement for a one year term commencing June 1, 2016 with monthly rent of \$1,025.00 payable on the first of each month.

The landlord's representative said that sometime prior to May 17, 2016 the police conducted a raid of the rental unit. She referred to a copy of a newspaper article submitted as evidence. In the article dated May 17, 2016 it was reported that the police seized a quantity of drugs, firearms and cash after executing a number of search warrants. According to the article a woman, C.R.B. was charged with possession of narcotics and of a restricted weapon. The landlord's representative said that when the

police conducted a search of the rental unit a police SWAT team arrived at the rental property and escorted all the residents out of the building. The landlord said that the woman, C.R.B. was living with the tenants in the rental unit and the police gained access to the unit with a key obtained from C.R.B. The landlord's representative testified that because of the police raid on the rental unit the landlord has been instructed by the owner and the strata corporation to have the tenants evicted because other residents do not feel safe with the tenants in the building. The landlord's representative said that she has not been able to obtain additional information from the police because there is a "gag order" preventing them from discussing it.

The landlord served the Notice to End Tenancy by posting it to the door of the rental unit on June 2, 2016. The Notice was dated June 2, 2016 and it stated that the tenants must move out of the rental unit by July 5, 2016. The move-out date on the Notice was incorrect because, according to the provisions of the *Residential Tenancy Act*, the earliest date that the Notice could be effective to end the tenancy is July 31, 2016. The Notice to End Tenancy claimed that the tenants have significantly interfered with or unreasonably disturbed other occupants or the landlord; jeopardized the health, safety or lawful right of another occupant and put the landlord's property at significant risk and that the tenants have engaged in illegal activity. The Notice to End Tenancy also claimed that the tenants knowingly gave false information to a prospective tenant or purchaser of the unit or rental property, but the landlord did not provide any evidence to support this allegation.

The tenant said that after she received the Notice to End Tenancy she made numerous efforts to contact the landlord's representative to discuss the Notice because she wanted to explain to the landlord that there was no basis for the Notice and it had no merit. She said that the search of the rental unit was not based on any actual evidence apart from the fact that the individual, C.R.B. was in possession of a key to the rental unit. When all of her efforts to contact the landlord were unsuccessful she filed an application to cancel the Notice to End Tenancy.

The tenant A.P. testified that she was not at home when the police entered the rental unit before May 17<sup>th</sup>. She testified that the police found nothing untoward in the rental unit and left the unit intact and undisturbed. The tenant said that the woman, C.R.B. was referred to her by a friend as someone who performed house cleaning services and the tenants hired her to perform periodic cleaning. The tenant said that C.R.B. had a key to the apartment given to her by the tenant to allow her access to perform cleaning, but at no time did she live at the rental unit. The tenant said that she asked the landlord's representative if it was ok to give out the key to her cleaner and she was told that it was not a problem. The tenant said the search of the rental unit yielded nothing

and occurred only because C.R.B. had the key in her possession. The tenants had no knowledge of her other activities.

The tenant noted that there is no suggestion that any of the seized drugs or weapons mentioned in the news report were found in the rental unit.

### Analysis

The landlord has asserted that there are urgent reasons to end the tenancy because the police executed a search warrant and raided the rental unit prior to May 17<sup>th</sup>. The landlord has acted in ways that appear incompatible with the claim that the tenants were connected with any criminal offense or that the police raid justified ending the tenancy. The landlord has provided nothing by way of documentary evidence apart from a local news article. Neither the article nor the testimony of the landlord's representative established that any illicit goods were found in the rental unit or that the tenants committed any illegal activity. The landlord elected to enter into a one year fixed term tenancy with the tenants on June 1, 2016, several weeks after the incident, with knowledge of the events and then, a day later served the Notice to End Tenancy based solely on the police incident.

I find that the landlord has failed to establish that the tenants have committed any illegal activity and has not proven on a balance of probabilities that the tenant, or a person permitted on the property has interfered with or disturbed other occupants or put the landlord's property at significant risk. Better evidence than that provided by the landlord is required to show that there is cause to end the tenancy. I accept the tenant's testimony that the police search was undertaken simply because the key to the rental unit was in the possession of their house cleaner. The news article noted that the police executed 10 search warrants of which this was one.

The tenants attempted to speak to the landlord's representative before filing their application. It was filed on June 22, 2016, well before the effective date of the Notice to End Tenancy and the landlord has had ample time to respond. Given the unusual circumstances and the fact that the tenants had signed a new tenancy agreement just before the Notice was given I find that the tenant was acting reasonably in making efforts to discuss the matter with the landlord's representative before filing the application to cancel the Notice to End Tenancy. I allow the tenants application for more time to dispute the Notice to End Tenancy and I order that the Notice to End Tenancy dated June 2, 2016 be, and is hereby cancelled. The landlord's application for an order of possession pursuant to the Notice to End Tenancy is dismissed without

leave to reapply. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

### Conclusion

The landlord's application has been dismissed. The tenants' application has been granted and the Notice to End Tenancy has been cancelled. The tenants did not request payment of the filing fee and I make no order with respect to it.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 22, 2016

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Residential Tenancy Branch

