



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            ET   FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, submitted to the Residential Tenancy Branch on August 8, 2016 (the "Application").

The Landlords have applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order ending the tenancy early; an order of possession; and an order granting recovery of the filing fee.

The Landlords were represented at the hearing by M.H., who provided his solemn affirmation. The Tenants did not attend the hearing.

On behalf of the Landlords, M.H. testified that the Tenants were served with the Notice of a Dispute Resolution Hearing, and evidence upon which the Landlord intended to rely, by registered mail. Included in the Landlords' evidence were Canada Post receipts in support.

Pursuant to sections 89 and 90 of the *Act*, documents served in this way are deemed to be received five days later. I find the Tenants were duly served with the Notice of a Dispute Resolution Hearing.

On behalf of the Landlords, M.H. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Is the Landlord entitled to an order ending the tenancy early?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to recover the filing fee?

### Background and Evidence

Included with the Landlords' evidence package was a copy of the written tenancy agreement between the parties. It confirmed a month-to-month tenancy that commenced on March 31, 2016. Rent in the amount of \$1,400.00 per month is due on the last day of each month. At the beginning of the tenancy, the Tenants paid the Landlords a security deposit of \$700.00 and a pet damage deposit of \$700.00.

M.H. provided unchallenged oral testimony. He related events that have transpired since the tenancy began. First, he described a situation when the Tenants' dogs behaved aggressively towards a disabled 10-year-old girl, cornering her near the home. According to M.H., this has also occurred on at least two occasions with a neighbour.

Second, M.H. advised of complaints from a neighbour that the Tenants were using firearms on the property. M.H. followed up with the Tenants to advise this is not appropriate.

Third, M.H. advised that the tenant in the basement of the rental property has complained of late parties and suspected drug activity. According to M.H., this resulted in the tenant having to move out of the rental property for several weeks.

Finally, M.H. advised of police attendance at the rental unit in or about July 2016. He stated that the police attended with approximately 20 members in camouflage gear and wielding firearms. M.H. stated that, as a result, police seized guns, drugs, and ammunition. In support, the Landlords provided recent newspaper articles from the area.

### Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*.

The circumstances which permit arbitrators to make these orders are enumerated in section 56(2). This provision states:

“[An arbitrator] may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) The tenant or a person permitted on the residential property by the tenant had done any of the following:
  - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
  - (iii) put the landlords property at significant risk;
  - (iv) engaged in illegal activity that
    - (A) has caused or is likely to cause damage to the landlord's property,

- (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
  - (v) caused extraordinary damage to the residential property, and
- (b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause] to take effect."

Based on the unchallenged oral testimony and documentary evidence provided by the Landlords, I am satisfied there has been illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

Further, I find it would be unreasonable or unfair to the Landlords to wait for a notice to end tenancy under section 47 of the *Act* to take effect. Accordingly, the Landlords are granted an order of possession, which will be effective one (1) day after service upon the Tenants.

Having been successful, I find the Landlords are also entitled to recover the \$100.00 filing fee. The Landlords may retain this amount from the security deposit paid by the Tenants.

### Conclusion

The Landlords are granted an order of possession, which will be effective one (1) day after service upon the Tenants. This order may be filed in and enforced as an order of the Supreme Court of British Columbia.

Having been successful, the Landlords are entitled to recover the \$100.00 filing fee paid to bring the Application. The Landlords may retain this amount from the security deposit paid by the Tenants.

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: August 29, 2016

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Residential Tenancy Branch

