



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON-HYMARK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ET FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution dated January 127, 2017 for an early end to a tenancy and an Order of Possession as well as to recover the filing fee.

The hearing was conducted via teleconference and was attended solely by the landlord, their agent and 2 witnesses. I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution, notice of hearing, and all evidence by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord further testified they had sent to the tenant all of the evidence received by this proceeding.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession without the requirement of one (1) months' notice, pursuant to 56 of the *Act*?

Background and Evidence

The following is undisputed. The landlord testified the rental unit is a residential house rented solely by the tenant. The landlord testified the house is known as a "drug house" by police and City personnel. The landlord testified the activities in and around the house has evolved into a safety issue within the immediate neighbourhood. The

landlord testified they have been told by police and the bylaw enforcement officer to not attend the home unaccompanied. Over the past year there have been overdoses within the house affecting the neighbouring residents as well as numerous armed standoffs with police. As well, there have been vehicle fires and vandalized vehicles on the residential property, along with extraordinary and frequent amounts of traffic and visitors into the house for short periods.

Additionally, the landlord testified that as a result of the issues of the tenancy their insurance for the rental house has expired and not renewable until the insurer completes an inspection of the rental property.

The landlord further submitted evidence from City bylaw services of an offence letter to the landlord dated January 27, 2017, an offence notice with a \$500.00 penalty imposition, as well as a series of photo images claimed to depict the residential property with strewn refuse and castoffs by the occupants of the rental unit. The letter from the City states the landlord as ordered to remedy the accumulation of *discarded materials* and *derelict vehicle(s)*. Additionally, the landlord provided photo images of the inside of the rental unit depicting purported drug paraphernalia. The images are also of damage to the rental unit.

The 2 witnesses for the landlord both testified they are concerned for their safety and that of their families and other neighbours.

Witness TD - immediate neighbour

The witness, an adjacent neighbour, testified that in the past year they dealt with an assault of an occupant of the house in question coming onto their property for safety as well as various occupants of the rental unit coming to ask for money. The witness testified that in the past month at 1:00 a.m. a standoff with police resulted in 13 people in the house being arrested. They testified that police told them to stay away from windows and doors or preferably vacate their home for their safety as the police were raiding the house. The witness recounted 8 police cars present and police members with assault rifles, some of whom positioned themselves on the neighbour's property. Another armed standoff with police occurred in early January 2017 and involved the presence of a weapon and a possible suicide. Again the police incident, or standoff, was responded by multiple police cars and police with drawn weapons and assault rifles. The incident reportedly lasted for some time and the witness and their family waited outside a perimeter before being cleared to return to their home. The incident resulted in multiple occupants of the house being arrested.

The witness also testified that more recently in mid-January 2017 a female occupant of the house was beaten by another female resident of the same house outside the witness's own doorsteps. The witness was alerted by repeated pounding and of their door and screaming. The witness provided their written account in which they described the assaulted female screaming their assailant was trying to kill them. The witness interfered with the attack and the victim entered their home bleeding and in pain with a broken arm.

Analysis

Section 56 of the *Act* allows a landlord to request an end to a tenancy and for an Order of Possession without providing a 1 Month Notice to End Tenancy for Cause, if the landlord has

cause to end the tenancy and that 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 to be effective.

Based on the undisputed evidence and on balance of probabilities I find the landlord has sufficiently established the tenant has,

- *Put the landlord's property at significant risk*
- *Significantly interfered with or unreasonably disturbed the landlord of the residential property;*
- *Seriously jeopardized the lawful right or interest of the landlord;*
- *Engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of the landlord;*

I also find that the circumstances in this matter establish that it would be unreasonable and unfair to the landlord to wait for a Notice to End tenancy issued under **Section 47** to take effect. As a result of all the above I find that the tenancy will end as of this date. The landlord is entitled to an Order of Possession as well as to recover their filing fee.

I grant the landlord an **Order of Possession** effective **two days after service on the tenant**. This Order must be served on the tenant and, if necessary, may be filed in the Supreme Court and enforced as an Order of that Court.

I Order that the landlord may withhold \$100.00 from the tenant's security deposit in satisfaction of their filing fee.

Conclusion

The landlord's application is granted.

This Decision is final and binding on both parties.

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: February 21, 2017

Residential Tenancy Branch

