



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction and Preliminary Matters

On July 20, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an early termination of the tenancy and an Order of Possession, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 48-minute hearing. The Landlord testified that he personally served the Tenant with the Notice of Hearing by hand delivering a copy to the Tenant at the rental unit on August 3, 2018. I find that the Tenant has been duly served with the Notice of Hearing in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply. As the Tenant did not call into the conference, the hearing was conducted in her absence and the Application was considered along with the evidence as presented by the Landlord.

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

Should the Landlord receive an Order of Possession pursuant to Section 56 (Application for Order ending tenancy early) of the Act?

Should the Landlord be reimbursed for the filing fee?

### Background and Evidence

The Landlord provided the following undisputed testimony and evidence:

The tenancy began on July 27, 2013 as a fixed term for six months and continued as a month-to-month tenancy. Although the rent was initially established at \$800.00 per month, plus utilities, the Landlord and the Tenant later negotiated a lower rent for \$750.00 per month. The Landlord collected and still holds a \$400.00 security deposit.

The Landlord has been having trouble with the Tenant, and specifically a person permitted on the residential property by the Tenant, over the last few months. The Landlord testified that the Tenant's guest ("the guest") seemed to be involved in illegal activities that have been adversely affecting the quiet enjoyment, security and safety of the Landlord, who shares the same residential property as the Tenant.

The Landlord provided evidence that the guest has likely been involved in drug transactions and dealing in stolen property in and around the residential property. These dealings have involved excessive amounts of traffic, on a daily basis, in and out of the rental unit. The Landlord's family has been disturbed by the noise, the smoking of cigarettes, the discarding of liquor containers and drug paraphernalia and the fact that the police have been present and involved in an investigation relating to the above activities.

On June 28, 2018, the Landlord served the Tenant a One-Month Notice to End Tenancy for Cause (the "Notice") with a move-out date of July 28, 2018. The activities continued and the Landlord's family were continually being disturbed by the activities of the other people attending the Tenant's rental unit. The Landlord's family had overheard discussions about a shot gun being present and further learned that the police believed the rental unit may be used as a "crack shack". On July 20, 2018, the Landlord applied

for an early end of tenancy and while waiting for the hearing, the Tenant's guest was arrested, placed in handcuffs and removed from the rental unit on September 5, 2018. The Tenant did not pay for rent on September 1, 2018 and subsequently, the Landlord served a 10-Day Notice to End Tenancy with a move-out date of September 15, 2018. Since then the guest has returned to the rental unit the Tenant has texted the Landlord to say that she would be moving out by September 15, 2018. As of today's hearing, the Tenant still seems to have the majority of her possessions in the rental unit; therefore, the Landlord is requesting an Order of Possession based on this Application.

### Analysis

Section 56 authorizes a Landlord to make an Application for Dispute Resolution to request an Order ending a tenancy earlier than if ended under Section 47 (Landlord's Notice for Cause) and granting the Landlord an Order of Possession in respect of the rental unit. An Arbitrator may make an Order specifying an earlier date on which a tenancy ends if satisfied the Tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed the Landlord of the residential property; seriously jeopardized the health or safety or a lawful right or interest of the Landlord; engaged in illegal activity that 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 and it would be unreasonable, or unfair to the Landlord to wait for a notice to end the tenancy under section 47 [Landlord's notice: cause] to take effect.

I accept the Landlord's undisputed testimony and evidence that there is likely illegal activity occurring on the residential property and that a person permitted on the residential property by the Tenant (the guest), as a result of illegal activities, has adversely affected the quiet enjoyment, security and safety of the Landlord and his family. Although the Tenant did not dispute the Notice and has overstayed the move-out date of July 31, 2018, I find on the merits of this Application that the Landlord has provided sufficient evidence that the tenancy should end in accordance with Section 56 of the Act. I, therefore, authorize an Order of Possession for the rental unit to be effective two days after the Notice is served on the Tenant.

The Landlord's Application has merit and the Landlord should be reimbursed \$100.00 for the filing fee.

Conclusion

I am granting the Landlord an Order of Possession to be effective two days after notice is served on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I am authorizing the Landlord to keep \$100.00 of the Tenant's security deposit as reimbursement for the filing fee, in accordance with Section 72 of the Act.

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: September 14, 2018

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Residential Tenancy Branch