



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PREMIER CHOICE INVESTMENTS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided testimony. The tenant did not attend or submit any documentary. The landlord stated that the tenant was served with the notice of hearing package, the amendment to the application which includes a request for recovery of the filing fee and the submitted documentary evidence in person on April 20, 2019 and again on April 22, 2019 for which the tenant signed in receipt of as shown in the submitted copy of document service with a witness.

I accept the landlord's undisputed evidence that the tenant was served with the notice of hearing package in person on April 20, 2019 and find that the tenant was properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?
Is the landlord entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 24, 2018 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated January 3, 2019. The monthly rent is \$575.00 payable on the 1st day of each month. A security deposit of \$287.50 and a pet damage deposit of \$287.50 were paid.

The landlord seeks an early end to the tenancy and to obtain an order of possession. The landlord's application provides that the tenant "is known to the police and has engaged in illegal activities, the tenant's behaviour and guests frequently cause disturbances to other tenants. The landlord claims that on April 10, 2019, the police emergency response team raided (and damaged) the landlord's property in pursuit of the tenant and her guests.

The landlord provided witness testimony, C.G. who has stated that he has witnessed a lot of people attend the rental unit more than 10 times per day and was informed by a friend that the tenant is selling drugs out of the rental unit. The witness stated that the property is at risk as the police have "raided" the rental unit for drugs and had damaged the doors even though keys were provided to the police.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - 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
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In this case, the landlord has relied solely on direct testimony in which they seek an early end to the tenancy and to obtain an order of possession as the landlord stated that the tenant poses an immediate and severe risk to the rental property, other occupants and the landlord. The landlords rely on third party information. The landlords stated that they were told by the witness’s friend that people buy drugs from the tenant and that the tenant’s guest was dangerous. I find on a balance of probabilities that the landlord has failed to provide sufficient evidence that the tenant or her guest(s) has posed an immediate and severe risk to the rental unit.

Conclusion

The landlord’s application is dismissed.

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: May 06, 2019

Residential Tenancy Branch