



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “*Act*”) for an Order to end the tenancy early, pursuant to Section 56 of the *Act*.

The Landlord was present for the teleconference hearing, while no one called in for the Tenant during the approximately 23-minute duration of the hearing. The Landlord was affirmed to be truthful in his testimony and stated that the Tenant was served with the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence by registered mail, as well as a copy posted on the Tenant’s door. During the hearing the Landlord confirmed with a previous agent by text and reported that the agent advised him that the documents were posted on the Tenant’s door on May 31, 2019.

The registered mail tracking number was included in evidence and the Landlord provided permission to enter the tracking number on the Canada Post website. The website shows that the package was not able to be delivered as the Tenant’s address was incomplete. Therefore, I find that the Tenant was not served by registered mail. However, I accept the Landlord’s affirmed testimony that the package was also posted on the Tenant’s door on May 31, 2019 and therefore find that the Tenant was duly served in accordance with Sections 88 and 89 of the *Act*.

### Preliminary Matters

The Application for Dispute Resolution listed the Tenant’s address without the unit number. As the unit number was confirmed by the Landlord and also stated in the

tenancy agreement, the application was amended to include the unit number of the Tenant's rental unit. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

### Issue to be Decided

Is the Landlord entitled to an Order of Possession to end the tenancy early, pursuant to Section 56 of the *Act*?

### Background and Evidence

The Landlord provided undisputed testimony on the tenancy which was confirmed by the tenancy agreement that was submitted into evidence. The tenancy began on April 1, 2019. Rent of \$2,000.00 is due on the first day of each month and a security deposit of \$1,000.00 was paid at the outset of the tenancy.

The Landlord stated that they are receiving regular complaints and fines from the strata corporation of the building regarding the behaviour of the Tenant and occupants/guests of the rental unit. He stated that there is illegal drug activity occurring in the rental unit and that the Tenant is allowing many different people access to the building and rental unit, often taping the access doors open to allow people to come and go without keys.

The Landlord testified that the Tenant broke the front door and has changed the locks to the rental unit. He also stated serious safety concerns regarding lit cigarettes being left on the floor and countertop. He stated that the police have been called a couple dozen times and are aware of the drug activity occurring at the rental unit.

The Landlord stated that needles were found present throughout the rental unit during a recent inspection and that there was blood on the walls of the rental unit. The Landlord noted that he is concerned for the safety of others in the building. He also stated that a 10 Day Notice to End Tenancy for Unpaid Rent was served to the Tenants, but that he believes the tenancy needs to end immediately due to the ongoing safety concerns.

The Landlord submitted into evidence photos of the damaged door, photos showing needles present in the rental unit including around the bathroom sink, photos of other areas of the rental unit and a photo of the kitchen countertop in which the Landlord pointed out that a cigarette butt was present on the counter.

### Analysis

The Landlord filed the application under Section 56 of the *Act*, which states that an Order may be granted to end the tenancy early under the following conditions:

- (a) the tenant or a person permitted on the residential property by the tenant has 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 landlord's 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

Section 56(2)(b) of the *Act* states that to receive an Order under this section, the landlord must also establish that it would be unreasonable or unfair for the landlord to wait for a One Month Notice to End Tenancy for Cause (the "One Month Notice") to take effect.

I accept the affirmed and undisputed testimony of the Landlord that the Tenant or guests of the Tenant are engaging in behaviour that is significantly disturbing the landlord and other residents of the residential property. In particular, I find significant safety concerns regarding lit cigarettes on the floor or countertop and taping the doors to the building open to allow easy access to others to enter the building. I find that the

photos submitted as evidence support the Landlord's testimony and show the presence of needles and cigarettes in the rental unit, as well as the damaged door.

As such, given the serious safety concerns of this behaviour, I am satisfied that it would be unfair of the Landlord or other occupants of the residential property to wait for a One Month Notice to take effect.

Therefore, based on the undisputed testimony and evidence of the Landlord, I find that the Landlord is entitled to an Order of Possession to end the tenancy early, pursuant to Section 56 of the *Act*. I grant the Landlord a two-day Order of Possession.

### Conclusion

Pursuant to Section 56 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** 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.

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: June 24, 2019

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Residential Tenancy Branch