



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0971876 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on May 22, 2019 (the "Application"). The Landlord applied for an order of possession to end a tenancy early for immediate and sever risk, pursuant to the *Residential Tenancy Act* (the "Act"):

The Tenant, the Landlord's Agents, A.P and B.C., as well as the Landlord's witnesses, E.C. and R.W., attended the hearing at the appointed date and time, and provided affirmed testimony.

B.C. testified that she served the Landlord's Application and documentary evidence package to the Tenant by posting it to the Tenants door on May 24, 2019. The Tenant confirmed receipt. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on April 15, 2018. Currently, the Tenant pays rent in the amount of \$1,150.00 which is due to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$575.00, as well as a pet deposit in the amount of \$250.00.

A.V. stated that the Landlord is seeking to end the tenancy early based on the fact that the Tenant has;

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.*

A.V. testified that the Landlord is seeking to end the tenancy early based on their concerns that the Tenant and the Tenant's guests are using drugs, dealing drugs, making loud noises as well as for frequent guests attending the rental unit who the Landlord suspects as being known drug users and dealers. A.V. stated that these activities are causing the neighbours great concerns. A.V. stated that a home invasion took place recently in which someone entered the Tenant's rental unit and demanded money in relation to an outstanding drug debt. A.V. stated that the suspect was overheard stating that he would return to harm everyone in the home.

E.C. appeared as a witness for the Landlord and testified and he lives next door to the rental unit. E.C. stated that he has observed a regular flow of drug users attending the rental unit who cause noise and issues. E.C. stated that he is concerned as he has heard verbal threats which would indicate that the Tenant's guests would harm the occupants in the home.

R.W. also appeared as a witness for the Landlord who stated that he is also impacted by the constant foot traffic in and out of the Tenant's rental unit which creates a lot of noise.

The Tenant responded by stating that her daughter currently resides with the Tenant as she has nowhere else to live. The Tenant stated that her daughter is a drug dealer and that she has incurred some drug debts as of late. The Tenant stated that there are drug users who attend the rental unit seeking to buy drugs. Furthermore, the Tenant stated that recently, there was an incident in which an individual attended the rental unit to enforce the drug debt. The Tenant stated that this individual had a gun and was threatening the Tenant and her daughter to pay the debt owed.

The Tenant stated that she lives in constant fear and that she has to answer the door with a baseball bat to scare away people who attend the rental unit seeking to buy drugs. The Tenant stated that she is seeking other housing alternatives for her

daughter; however, she has been unsuccessful. The Tenant stated that her daughter has assaulted her recently, which resulted in criminal charges.

During the hearing, the Tenant's daughter could be heard arguing and swearing to a neighbour in the yard over a disagreement over a barking dog. The parties were cautioned about distractions during the hearing and the Tenant was asked to focus on the hearing rather than the dispute taking place nearby.

Analysis

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

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 an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

The director 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.*

In this case, the Landlords have applied for an order of possession to end the tenancy early based on immediate and sever risk. During the hearing, the Landlord's Agents as well as the Landlord's witnesses all expressed that they have had to endure constant disturbances relating to Tenant and the Tenant's guests making noise, making threats and suspected drug dealer.

I accept that the parties agreed that there had been a home invasion recently, relating to an outstanding drug debt owed. In her own testimony, the Tenant stated that the intruder had a gun and was threatening the occupants of the home. The Tenant stated that her daughter who resides with her is a drug dealer and has many drug users attending the rental unit, seeking to purchase drugs.

The Tenant stated that she lives in fear and has to answer the door to her rental unit with a baseball bat. While the Tenant stated that she wants things to change, it appears as though issues at the rental unit continue, as was evident during the hearing. I find that the Tenant and the Tenant's daughter are responsible for creating an unsafe and disruptive living situation for themselves, the Landlord and the other occupants.

As a result, I find that the Tenant and the Tenant's guests have significantly interfered with or unreasonably disturbed the Landlord and the other occupants, and seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant. Further, with the pending threat of drug debt enforcement involving a gun, I find it would be unreasonable or unfair to the Landlords to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Landlord has demonstrated an entitlement to an early end to the tenancy. The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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 26, 2019

Residential Tenancy Branch