



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ET FFL

Introduction

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

- an Early Termination of Tenancy and Order for Possession due to the tenant posing an immediate and severe risk to the rental property pursuant to section 56 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

The landlord appeared at the date and time set for the hearing of this matter. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:20 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

As only the landlord attended the hearing, I asked the landlord to confirm that he had served the tenant with the Notice of Dispute Resolution Proceeding for this hearing. The landlord testified that he had personally served the tenant with the notice of this hearing and his evidence on September 6, 2019, and submitted into documentary evidence a Proof of Service form (#RTB-9) signed by the tenant acknowledging receipt of the notice of hearing package, and also signed by a witness to the service. As such, I find that the tenant was served with the notice of this hearing on September 6, 2019 in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

No written tenancy agreement was submitted into documentary evidence, although the landlord confirmed that there was a written tenancy agreement between the parties which provided the following terms:

- This month-to-month tenancy began February 1, 2016.
- Current monthly rent of \$1,400.00 is payable on the first day of the month.
- The tenant paid a security deposit of \$500.00 at the beginning of the tenancy, which continues to be held by the landlord.

The landlord's Application for Dispute Resolution provided the following reasons for seeking an urgent application for ending the tenancy early:

Repeated RCMP raids at address - fights and threats to other tenants and neighbours, dozens of visits to house at all hours. Syringe found in alley and backyard. Skylights removed from roof - neighbours are afraid - Police confiscated 9 rifles and handguns.

The landlord testified that the neighbours and the occupant of the lower-level rental unit in the rental property fear for their safety as a result of threats made by the tenant and recent illegal activity found to be taking place in the rental unit. The landlord testified that on August 16, 2019, police executed a search warrant at the rental unit, resulting in the arrest of the tenant and the confiscation of \$10,000.00 worth of illegal drugs, drug-trafficking paraphernalia and a number of weapons. The landlord explained that police had to kick-in the door and deployed a sound grenade to make entry into the rental unit. In support of his testimony, the landlord submitted into documentary evidence a copy of the search warrant, a copy of a local news article about the police execution of the search warrant and the resulting drugs and weapons found, as well as photographic evidence of police on site at the rental unit to execute the search warrant and the broken door.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56 of the *Act*, I need to be satisfied that the tenant has done any of the following:

- *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 interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *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;*
- *engaged in illegal activity that 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,*

and

it would be unreasonable, or unfair to the landlord, the tenant 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.

As outlined above, there are clearly two separate components to section 56 of the Act, both of which need to be met in order for a landlord to obtain an early end to a tenancy. The second component requires that a landlord demonstrate that it would be unreasonable or unfair to wait for consideration of a standard One Month Notice to End Tenancy for Cause to be considered.

The landlord provided unchallenged testimony that the notice was issued due to concerns for the safety of the lower-level rental unit occupant and neighbours as a results of threats made by the tenant and the finding of illegal drugs, drug-trafficking paraphernalia and guns at the rental unit.

I accept the landlord's unchallenged testimony and submitted documentary evidence that the tenant has 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 has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord. Further, I find it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 of the Act.

Accordingly, I find that the landlord is entitled to an Order of Possession pursuant to section 56 of the Act. I issue an Order of Possession effective two (2) days after being served upon the tenant.

As the landlord was successful in this application, the landlord may, pursuant to section 72 of the *Act*, recover the \$100.00 filing fee from the tenant. In place of a monetary award, I order that the landlord withhold \$100.00 from tenant's security deposit.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. The landlord must serve this Order on the tenant as soon as possible. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the landlord withhold \$100.00 from tenant's security deposit in satisfaction of the return of the filing fee for this application.

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 13, 2019

Residential Tenancy Branch