



# 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 and his son, acting as the landlord's agent, herein collectively referred to as "the landlord" attended the hearing at the date and time scheduled for this hearing, and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 10:10 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 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 they had served the tenant with the Notice of Dispute Resolution Proceeding for this hearing. The landlord testified that they had served the Notice of Dispute Resolution Proceeding by posting it on the tenant's on September 12, 2019, one day after receiving the package from the Residential Tenancy Branch. The landlord submitted a #RTB-9 Proof of Service form, signed by the witness to the service, in support of their testimony.

As such, I find that the tenant was served with the notice of this hearing in accordance with section 89(2)(d) of the *Act* and Rule 10.3 of the Residential Tenancy Branch (RTB) Rules of Procedure.

The landlord testified that there had been typographical errors in some of the evidence served to the tenant with the Notice of Dispute Resolution Proceeding package and the revised evidence was served to the tenant at a later date. After the hearing, I reviewed the landlord's Application for Dispute Resolution submitted online to the RTB website and I find that only one written submission document, titled "RCMPfile", along with a copy of the tenancy agreement and addendum were included with the landlord's online Application filed on September 3, 2019.

Rule 10.2 of the RTB Rules of Procedure requires the following:

An applicant must submit all evidence that the applicant intends to rely on at the hearing with the Application for Dispute Resolution.

In accordance with Rule 10.2, I find that only documentary evidence included with the landlord's Application for Dispute Resolution filed on September 3, 2019 meets the Rules of Procedure requirements to be considered in this matter. By nature of the fact that Proof of Service documents cannot be submitted to the RTB until after the Application is made and the Notice of Dispute Resolution Proceeding is provided to the applicants, I have also considered the #RTB-9 Proof of Service form submitted into evidence by the landlord, in accordance with RTB Policy Guideline #51 Expedited Hearings, which states, in part:

Once served, the applicant must complete an #RTB – 9 Proof of Service: Notice of Expedited Hearing - Dispute Resolution Proceeding form and submit it to the online intake system, the Residential Tenancy Branch, or a Service BC office at least two days before the hearing.

#### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to section 56 of the *Act*?  
Is the landlord entitled to recover the cost of the filing fee 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.

A written tenancy agreement was submitted into evidence. The landlord confirmed the following details pertaining to this tenancy:

- This month-to-month tenancy began April 1, 2019, with the tenant and her daughter listed as the only allowed occupants in the rental unit.
- Current monthly rent of \$1,050.00 is payable on the first of the month.
- At the beginning of the tenancy, the tenant paid a security deposit of \$525.00 which continues to be held by the landlord.
- The rental unit is a two-bedroom, one-bathroom basement suite comprising approximately 800 square feet. The landlord and his family reside in the upper level of the rental property.

The landlord testified that the tenant has been previously served with a 10 Day Notice to End Tenancy for Unpaid Rent and a One Month Notice to End Tenancy for Cause (One Month Notice). The tenant did not dispute either of these notices.

The landlord provided the following unchallenged testimony as the tenant failed to attend the hearing:

- The tenant's boyfriend moved into the rental unit a few weeks after the tenancy started, despite a condition of the tenancy agreement contained in the addendum which stipulated the tenant and her daughter were the only occupants permitted to reside in the rental unit. By mid-May, approximately four other people were residing in the rental unit. The landlord began noticing strangers coming and going from the rental unit and through the rental property yard and received complaints from neighbours that the occupants of the rental unit were dealing drugs. The landlord experienced a stranger knocking on their door by mistake, as the stranger was looking for the tenant, and encountered a stranger entering the through the yard to access the rental unit.
- On July 30, 2019, the landlord's son attended at the rental unit to speak with the tenant about the neighbour complaints of drug dealing and concerns of the strangers attending at the rental unit. The tenant's boyfriend became verbally abusive and behaved in an aggressive and threatening manner by coming at the landlord's son, causing him to retreat back to his home out of fear that the boyfriend would physically assault him.

- On July 31, 2019, the landlord served the tenant with a One Month Notice. The tenant did not dispute the notice, nor did the tenant move out by the effective date of the notice.
- On September 2, 2019, the landlord attended the rental unit for an inspection and sought the protection of RCMP to attend with them to keep the peace out of fear of the tenant's boyfriend. The landlord found the rental unit "trashed".
- The landlord and their family reside above the rental unit. The landlord emphasized their concerns of safety for themselves and for that of the landlord's young grandchildren who visit the landlord's home, due to the landlord's allegation of drug dealing at the rental unit. The landlord provided a police file number regarding their complaint to the police about drug dealing taking place at the rental unit. The landlord reported that police have increased patrols of their neighbourhood due to the safety concerns of the landlord and the neighbours.

### 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, I need to be satisfied that the tenant or a person permitted on the residential property by 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.

In this case, the landlord indicated that they have issued notices to end tenancy to the tenant, including a 10 Day Notice to End Tenancy for Unpaid Rent and a One Month Notice to End Tenancy for Cause.

In any event, the only matter before me at this hearing was the landlord's application for an early end to tenancy, resting primarily on an incident in which the tenant's boyfriend was verbally abusive and behaved in a physically threatening manner towards the landlord's son, allegations of drug dealing taking place in the rental unit resulting in strangers knocking on the landlord's door and entering the rental property requiring ongoing police involvement, and significant damage to the rental unit.

Section 56 of the *Act* is reserved for situations where a tenant's actions have escalated to the extent that the delay involved in issuing a One Month Notice for Cause and waiting for that Notice to take effect would be unreasonable or unfair.

In this case, the tenant failed to attend the hearing to contradict any of the testimony of the landlord. Therefore, based on the unchallenged testimony of the landlord, on a balance of probabilities, I find that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. Given the serious nature of the landlord's allegations, I find that 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 of the *Act*.

As such, in accordance with section 56 of the *Act*, I grant an Order of Possession to the landlord effective two (2) days after service upon the tenant.

As the landlord was successful in their application, the landlord may retain \$100.00 from the security deposit in full satisfaction of the recovery of the filing fee for this application.

Conclusion

I grant an Order of Possession to the landlords effective two (2) days after service on the tenant.

The landlords are provided with this Order in the above terms and the tenant must be served with this Order 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.

The landlord may retain \$100.00 from the tenant's security deposit in full satisfaction of the recovery of the filing fee.

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: October 04, 2019

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Residential Tenancy Branch