



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on November 5, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession pursuant to section 56 of the *Act*; and
- an order granting recovery of the filing fee.

The Landlord and the Tenants attended the hearing and provided affirmed testimony.

The Landlord testified the Notice of Dispute Resolution Proceeding package was served on the Tenants in person. The Tenants acknowledged receipt. No issues were raised with respect to service or receipt of these documents during the hearing. The parties were in attendance and were prepared to proceed. Therefore, pursuant to section 71 of the *Act*, I find these documents were sufficiently served for the purposes of the *Act*. The Tenants did not submit documentary evidence in response to the Application.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The parties agreed the tenancy began in 2016. Currently, rent is due in the amount of \$700.00 per month; this amount is shared equally by the Tenants. The Tenants paid a security deposit in the amount of \$350.00 which the Landlord holds.

The Landlord wishes to end the tenancy. The Landlord testified that he has received a letter from the city. It states that the rental property, which consists of two units, has been the subject of numerous complaints requiring the attendance of Bylaw services and the RCMP. Specifically, the letter confirms that the city and its agencies attended the rental property 19 times from October 2 to 27, 2019. The calls appear to have been to issues related to abandoned vehicles, firearms, mental health issues, impaired operation of a motor vehicle, theft, harassing communications, and possession of property obtained by crime. The letter advises that the Landlord may be subject to pay fees for excessive service calls to the rental property, which may be added to the Landlord's property taxes. A copy of the letter dated October 28, 2019 was submitted with the Landlord's documentary evidence.

In reply, the Tenants acknowledged that emergency medical services were called in relation to mental health issues. Otherwise, the Tenants testified they had "nothing to do with" the other issues raised in the letter and that the occupants of the other unit are responsible. When asked, the Landlord acknowledged he "can't say" the Tenants are the cause of all the issues at the rental property.

Analysis

Based on the documentary evidence and affirmed 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 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 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.*

[Reproduced as written.]

In this case, I find there is insufficient evidence before me to confirm the Tenants have been engaged in activities described in section 52(a) of the *Act*. The Tenants denied they have been involved in the activities described in the letter from the city but acknowledged mental health services have attended. It is significant that the Landlord acknowledged he is not certain which issues were a result of the Tenants' activities. As a result, I find that the Application is dismissed, without leave to reapply.

Conclusion

The Application is dismissed, without leave to reapply.

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: November 25, 2019

Residential Tenancy Branch