



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and to recover the cost of the filing fee.

The landlord testified the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* on April 3, 2020 at 4:00 p.m. by placing under the door of the rental unit. I find the tenants were served in accordance with Section 89(2)(d) of the Act and that this service was witnessed by a third party.

Issue to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice, pursuant to Section 56 of the *Act*.

Background and Evidence

The tenancy began on March 1, 2019. Rent in the amount of \$2,900.00 is due on the 1st of each month. A security deposit of \$1,450.00 and a pet damage deposit of \$1,450.00 were paid by the tenants.

The landlord testified that they were contacted on March 20, 2020, by the police. The landlord stated that they were informed by the police that they were executing a search warrant for the premise to search for illegal firearms and ammunition.

The landlord testified that the police and the emergency response team attended the property; however, the occupants did not comply with the police instructions and the police had to gain access by force, causing damage to doors, and the use of tear gas caused windows to break.

The landlord testified that there was an unidentified male that was arrested for possession of illegal firearms in the rental unit. The landlord stated it would be unfair to wait for the effects of a One Month Notice to End Tenancy for Cause.

The landlord testified that the tenants have also changed the locks, with a keypad entry, allowing people to come and go into the rental unit. The landlord stated that they have no access to the premise and have been unable to inspect the unit for further damage.

Filed in evidence, is a copy of the search warrant, communication email between the landlord and the police, and photographs. This support the landlord's testimony.

Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - 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, or
 - 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 rental unit or residential property;
- b) And 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 to take effect.

I am satisfied, based on the undisputed testimony and evidence provided by the landlord that the tenants or the tenants guest has engaged in illegal activity by having

unregistered illegal firearms in the rental unit. This has put the landlord's property at significant risk and jeopardized the landlord's lawful right and interest in the premise.

I also find that it would be unfair and prejudicial to the landlord to wait for a 1 Month Notice to take effect, as possessing illegal firearms is a serious offense, and in addition the occupants failed to comply with the police demands when executing the search warrant, and force was necessary, which resulted in damage to doors and windows of the rental unit.

I find the landlord is entitled to an order of possession pursuant to **section 56 of the Act**, effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file, the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Since the landlord was successful with their application, I find the landlord is entitled to recover the cost of the filing fee from the tenants. I authorize the landlord to keep \$100.00 from the tenants' security deposit in full satisfaction of this award.

I Order the tenants that they must provide the landlord with a key to the rental unit no later than 4 PM on April 15, 2020. A tenant cannot change the locks without the consent of the landlord or the authority under the Act. Should the tenants fail to provide a key by the above date and time, I authorize the landlord to change the locks so they can gain access to the premise to inspect and repair damage.

Conclusion

The landlord is granted an order of possession. The landlord is authorized to keep \$100.00 from the security deposit to recover the cost of the filing fee.

I order the tenants to provide a key to the landlord no later than 4:00 pm on April 15, 2020. Should the tenants fail to comply with my Order, I authorize the landlord to change the locks.

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: April 14, 2020

Residential Tenancy Branch