



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Brothers Holdings  
Ltd. and [tenant name suppressed to protect  
privacy]

## DECISION

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### Introduction

In this dispute, the landlord seeks an order ending a tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). They also seek recovery of the filing fee in the amount of \$100.00 pursuant to section 72 of the Act.

The landlord applied for dispute resolution on April 20, 2020 and a dispute resolution hearing was held, by way of telephone conference, on May 8, 2020. The landlord’s two agents attended the hearing, were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord’s agent (L.H.) confirmed that the Notice of Dispute Resolution Proceeding package was served on the tenant by way of Canada Post registered mail on April 22, 2020. Canada Post online information indicated that the package was delivered on April 22, 2020. Based on the undisputed testimony and documentary evidence I find that the tenant was served in compliance with section 89 of the Act and with Rule 10.3 of the *Rules of Procedure*.

I have only considered evidence that was submitted in compliance with the *Rules of Procedure*, to which I was referred, and which was relevant to the issues of this application. As such, not all of the parties’ testimony may necessarily be reproduced.

### Issues

1. Is the landlord entitled to an order terminating the tenancy early?
2. Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

The landlord testified that the tenancy began on August 1, 2019. The tenant paid a security deposit of \$750.00 which the landlord currently holds in trust.

The landlord seeks an order under section 56 of the Act “due to damage” to the rental unit, “too many guns and drugs,” “all hours of the day and night” drug trafficking, the execution of three – soon to be four – police search warrants, and ongoing complaints from the neighbours about the illegal activities of the tenant at and around the rental unit. There is an imminent police raid to occur sometime in the coming week.

A copy of a newspaper article from March 3, 2020 about one of the raids states (formatted for brevity, relevant excerpt only):

During the search, police seized a quantity of suspected illicit drugs, including heroin, crack cocaine, methamphetamine, GHB, and codeine. Officers also found stolen property at the residence, including several bicycles, a dirt-bike and license plates. Prohibited items seized by officers included body armour, a firearm magazine and a switchblade.

A copy of the written tenancy agreement, copies of two search warrants, and the media write up about the raids were submitted into evidence, along with a Proof of Service document.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 56 (1) of the Act permits a landlord to make an application for dispute resolution to request an order (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47, and (b) granting the landlord an order of possession in respect of the rental unit.

In order for me to grant an order under section 56 (1), I must be satisfied that

- (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 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 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 tenant appears to be engaged in a plethora of illegal activity, including the possession and potential trafficking of drugs, possession of stolen property, and so forth. The ongoing vehicle traffic to and from the rental unit property has, as submitted by the landlord, adversely affected both the quiet enjoyment, security, safety, and physical well-being of others. Moreover, the ongoing police raids, which have resulted in damage to doors in the rental unit, have resulted in damage to the landlord's property. And, given these facts, it would be wholly unreasonable and unfair to the landlord to have to wait for a notice to end the tenancy under section 47 of the Act.

Thus, taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim for an order ending the tenancy under section 56 of the Act. I therefore order that the tenancy is ended immediately, and an order of possession is issued in conjunction with this decision.

Section 72(1) of the Act provides that an arbitrator may order payment of a fee under section 59(2)(c) by one party to a dispute resolution proceeding to another party. A successful party is generally entitled to recovery of the filing fee. As the landlord was successful, I grant their claim for reimbursement of the filing fee.

Section 38(4)(b) of the Act permits a landlord to retain an amount from a security or pet damage deposit if “after the end of the tenancy, the director orders that the landlord may retain the amount.” As such, I order that the landlord retain \$100.00 of the tenant’s security deposit in full satisfaction of the above-noted award. The remainder of the security deposit will, of course, be subject to section 38 of the Act.

### Conclusion

I grant the landlord’s application and hereby order that the tenancy is ended effective immediately.

I hereby grant the landlord an order of possession, which must be served on the tenant and is effective two days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

It should be noted that orders of possession issued under sections 56 and 56.1 of the Act are enforceable during the current provincial state of emergency, as per Ministerial Order No. M089, [Residential Tenancy \(COVID-19\) Order](#), MO 73/2020.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 8, 2020

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Residential Tenancy Branch