



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing  
Society and [tenant name suppressed to protect  
privacy]

## **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 end to this tenancy and an Order of Possession pursuant to section 56; and
- authorization to recover the filing fee from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents.

As both parties were present service was confirmed. The tenant confirmed receipt of the landlord's application and materials. Based on the testimonies I find that the tenant was duly served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

### **Issue(s) to be Decided**

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

### **Background and Evidence**

This periodic tenancy began in June 2014. The rental unit is a suite in a multi-unit building with 66 individual units. The rental building is designated for seniors and individuals with disabilities. A security deposit of \$292.00 was collected at the start of the tenancy and is still held by the landlord.

The parties agree that between April 17 through April 20, 2020 the tenant allowed guests into the building and their suite and there were a number of incidents requiring emergency services to attend.

The tenant testified that they did allow guests who were unknown to the tenant to enter the rental building and stay in the rental suite but said they were unaware of the guests' activities or conduct. The tenant confirmed that they use illicit drugs. The tenant said that they were "passed out" while the guests were in the rental building and that they were unaware that the guests were overdosing until they awoke. The tenant testified that they have attempted to abide by the rules of the rental building and believe that as they have not been positively diagnosed with Covid19 that they have not caused any risk of danger to the other residents of the building.

The landlord gave evidence that this was part of a pattern of behaviour that has been ongoing throughout the tenancy. The landlord has given warnings to the tenant on numerous past occasions and the behaviour has not improved. The landlord submits that the tenant has flagrantly ignored physical distancing recommendations and by allowing unknown individuals to freely access the rental building has caused serious jeopardy to the health and safety of the other occupants of the building.

The landlord submitted into documentary evidence an email report from one of the neighbouring occupants of the building reporting the loud comings and goings from the rental unit, the disturbance caused and the attendance of emergency services who performed an emergency procedure in the common area of the rental building.

### 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.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

In order to end a tenancy early and issue an Order of Possession under section 56, 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.

I find that the landlord has provided sufficient evidence to show that the tenant has seriously jeopardized the safety of other occupants of the building and the landlord by allowing unknown individuals into the rental building whose presence and conduct are unknown or uncontrolled. I find that allowing unknown individuals free access to the rental property is an act that inherently jeopardizes the safety and wellbeing of others. I find that this is further exacerbated when these guests are not supervised by the tenant and when the tenant and their guests are using illicit substances that cause overdoses.

This is a multi-unit building with 66 individuals units occupied by a particularly vulnerable segment of the population. I find that the tenant's conduct in allowing free access to the rental property is an act that seriously endangers the residents.

While the tenant submits that they have generally adhered to the rules of the tenancy, I find that their past behaviour is no excuse for their present conduct which jeopardizes the health and safety of the other occupants. I find the tenant's submissions characterizing themselves as complying with the rules of the tenancy and the physical distancing recommendations of health authorities is not supported in the materials and contradicts the evidence of the landlord. I accept the evidence of the landlord that the

overdose that occurred on the premises in April 2020 was not an isolated incident but an egregious example of a pattern of behaviour on the part of the tenant and their guests. I find that it would be unreasonable to allow the tenancy to continue and expose the numerous other residents of the rental property to risk caused by the tenant.

Pursuant to section 4(1) of the *Ministerial Order M089* issued March 30, 2020 pursuant to the State of Emergency declared on March 18, 2020, I find that it would be unreasonable for the landlord to wait for this state of emergency to end prior to receiving an Order of Possession to protect the health and safety of the residents of the rental property. Therefore, in accordance with section 4(1) of the Ministerial order and pursuant to section 56 of the *Act*, I find that the landlord is entitled to an Order of Possession.

Accordingly, I issue an Order of Possession to the landlord pursuant to section 56 of the *Act*.

As the landlord's application was successful the landlord is entitled to recover the filing fee for this application. In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenant's \$292.00 security deposit in satisfaction of the monetary award issued in the landlord's favour.

### Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. 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 security deposit for this tenancy is reduced to \$192.00.

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: May 11, 2020