



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Landlord applied for an Order of Possession for Cause, based on a One Month Notice to End Tenancy for Cause dated March 2, 2020 ("One Month Notice"), and to recover the \$100.00 cost of his Application filing fee.

The Landlord and an agent for the Landlord ("Agent") appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 35 minutes and was monitored throughout this time. One witness for the Landlord, R.K., an RCMP officer ("Witness"), was also present and provided affirmed testimony. The only persons to call into the hearing were the Landlord, his Agent, and the Witness, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Landlord, his Agent, and the Witness.

I explained the hearing process to the Landlord and the Agent and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlord and the Agent were given the opportunity to provide their evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that he served the Tenants with the Notice of Hearing documents by posting them on the rental unit door on March 31, 2020. The Agent said that everything the

Landlord uploaded to the RTB was included in what was served on the Tenants. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenants.

### Preliminary and Procedural Matters

The Agent provided an email address for the Landlord at the outset of the hearing, and they confirmed their understanding that the Decision would be emailed to the Agent for the Landlord, mailed to the Tenants, and any Orders would be sent to the appropriate Party.

### Issue(s) to be Decided

- Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

### Background and Evidence

The Agent stated that the periodic tenancy began on May 1, 2018, with a current monthly rent of \$1,700.00, due on the first day of each month. The Landlord said that the Tenants paid him a security deposit of \$800.00, and no pet damage deposit. The Agent said that this is a single-family house in a residential neighbourhood, with no separate suites.

The Landlord submitted a copy of the One Month Notice, which was signed and dated March 2, 2020, had the rental unit address, had an effective vacancy date of April 30, 2020, and was served on the grounds that the Tenants:

- Have allowed an unreasonable number of occupants in the rental unit;
- Are repeatedly late paying rent;
- or a person permitted on the property by the Tenants has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;

- seriously jeopardized the health or safety or lawful right of another occupant or the Landlord;
- put the Landlord's property at significant risk;
- or a person permitted on the property by the Tenants has engaged in illegal activity that has, or is likely to:
  - damage the Landlord's property;
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant; and
  - jeopardize a lawful right or interest of another occupant or the landlord.

In the hearing, the Agent noted that the Tenants did not dispute the One Month Notice, which means they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, pursuant to section 47(5) of the Act. However, the Agent still directed my attention to the Witness's testimony.

The Witness said he is a Corporal with the RCMP in the City where the rental unit is located. He said he is the primary contact for "problem properties" within this jurisdiction for the local RCMP. The Witness said he oversees a community response unit in the area, and that the residential property before me was known to the police, as were the two Tenants, K.W. and C.W. The Witness said the Tenants were also aware of the officer's concerns, detailed below.

The Witness said that between September 2018 and the date of the Application, 15 police files were generated at the residential property. He said that any property that receives three or more police files is identified as a "problem property", and the police meet with the property owner, who is told to rectify the situation.

The Witness said that on January 8, 2020, the local RCMP detachment began an investigation of possible criminal activity at the rental unit. He said the investigation resulted in the execution of a search warrant, due to RCMP concerns for the public welfare, given the activity going on in this residence. The Witness said that the search warrant was executed on January 23, 2020. He said he can provide this information, because the Landlord attended the property that day.

The Witness said that the police were concerned for the occupants and for members of the public, further to their investigation of the activity in the rental unit. He said the police conducted a search warrant, obtained evidence, and detained persons at the rental unit. He said that based on a risk assessment, the police required the Emergency Response

Unit to make the entry for this search. The Witness also said that this drew media attention.

**The Witness said that the matter is before the courts; therefore, he could not confirm or deny or comment on reports provided to the public by the media, including the media report noted below. However, he said that “Evidence was located within the house in such a way that persons residing in the house would have been aware of the criminal activity in the house.” He said that the house continues to generate police response, with the latest attendance by the police prior to the hearing being on April 28, 2020.**

The Landlord submitted an article dated February 14, 2020, which reported that in a news release, the local RCMP detachment said: “Their investigation began on Jan. 8 and culminated on Jan. 23 with the execution of a search warrant at a home [near an intersection close to the rental unit].” The article goes on to say:

During their search, officers arrested four people and seized additional counterfeit U.S. and Canadian currency. They also confiscated equipment that had been used to produce imitation bills, as well as numerous knives, weapons and replica firearms.

The Agent said that the Landlord wants to regain his feeling of safety at the residential property, as well as ensuring the safety of the neighbours. The Agent said that the Landlord does not want to go to the rental unit anymore, and that he wants it back from these tenants as soon as possible.

**The Witness said that he has concerns about this property. He said that he does not get involved in these hearings, unless there is a concern for public safety.** He said his unit goes where there are concerns such as organized crime, drugs, violence, or property crime. He said: “We cover it all. The only reason I’m here today is because I contacted the owner with my concerns about the property and it’s activity.”

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

The undisputed evidence before me is that the RCMP had sufficient concerns about the

rental unit that they investigated the property. This led to a search warrant being executed by the special team of police officers in the Emergency Response Unit, based on a risk assessment of the property. The police and the Landlord are concerned about the safety of the public that accompanies the alleged activities with which the Tenants are charged.

I find that the Witness's attendance at and participation in the hearing provides sufficient credibility to the Landlord's Application for an order of possession for cause, on the grounds that the Tenants or a person permitted on the property by the Tenants has engaged in illegal activity that has, or is likely to:

- Damage the Landlord's property;
- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant; and
- Jeopardized a lawful right or interest of another occupant or the landlord

I am also concerned about the safety and security of the neighbours of the residential property, should this tenancy be allowed to continue. Accordingly, I award the Landlord an Order of Possession, pursuant to section 55 of the Act.

I also find that the Landlord is entitled to recovery of the \$100.00 Application filing fee pursuant to section 72 of the Act, and I award the Landlord with this amount. The Landlord is authorized to retain \$100.00 from the Tenants' security deposit in satisfaction of this award.

### Conclusion

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants, given that the effective date of the One Month Notice has passed. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible.

Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to section 72 of the Act, I grant the Landlord a Monetary Order in the amount of \$100.00. The Landlord is authorized to retain \$100.00 from the Tenants' security deposit in satisfaction of this order

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 22, 2020

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Residential Tenancy Branch