



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act, and to recover the cost of their filing fee.

The Landlords, S.B. and A.B., 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 15 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlords, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, were the Landlords.

I explained the hearing process to the Landlords and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlords 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 ("Rules"); 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 Landlord testified that he served each of the Tenants with the Notice of Hearing documents by Canada Post registered mail, sent on May 1, 2020. The Landlord provided Canada Post tracking numbers as evidence of service. 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 Landlords in the absence of the Tenants.

Preliminary and Procedural Matters

The Landlords provided their email addresses in the Application and confirmed their understanding that the Decision would be emailed to both them and mailed to the Tenants, and any Orders would be sent to the appropriate Party.

Issue(s) to be Decided

- Are the Landlords entitled to an early termination of the tenancy and an order of possession?
- Are the Landlords entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Landlords submitted a copy of the tenancy agreement and in the hearing, they confirmed that the fixed term tenancy began on October 1, 2019, and ran to April 30, 2020, with a monthly rent of \$2,200.00, due on the first day of each month. The Landlords confirmed that the Tenants paid the Landlords a security deposit of \$1,100.00, and no pet damage deposit.

The Landlord, S.B., gave most of the testimony and said the following about why I should grant them an early termination of the tenancy and an order of possession. He said:

There are sometimes 10 – 20 people in there when I go there. I don't feel safe. We don't even feel safe there to cut the grass.

One thing is that there's drug use there. The house was only rented out to two people, but they're bringing in random people. The crowd who go there are a threatening crowd. There have been two police raids and multiple arrests. They've found weapons in the last raid of the house, as well. Due to all this, we are unable to get rent from them, or to even communicate with them. They've taken over the house, and I also have the City who have issued multiple tickets to us for this house. The last search party was the emergency response team from [a neighbouring City], not even the [local city] police, who executed the last search warrant. We submitted pictures of the raids that were done by the police.

There are kids that live in that neighbourhood; we lived in the same

neighbourhood. Now there's drug use, and the needles are dropped wherever they feel like it. There are random dogs loose in the front yard. And also - the weapons in that house. They've trespassed onto other properties in that neighbourhood, as well. I've had numerous conversations with the [local] Police Department in regard to this house.

When I asked the Landlords why it would be unreasonable or unfair to them or other occupants of the residential property to wait for a one month notice to end the tenancy to take effect, the Landlord said the following:

It's just that they're not safe. It's not even a thing about rent. I'm not concerned about the rent at this time; I just don't want that crowd in that neighbourhood. People want to walk on the other side of the road when they see these acts. The house has been characterized as a drug house. It's been in the newspaper, and everyone knows it is a dangerous house with the guns and with the open drug use.

The Landlords submitted a newspaper article that was published about their residential property. The following are excerpted from this article dated April 30, 2020:

Two people have been arrested after police seized stolen guns from a home in [rental unit city].

Heavily armed officers were seen near [neighbourhood] Elementary Tuesday morning, as Mounties were carrying out a search warrant for stolen property.

'There was no broader risk to the public in this search warrant, but we don't take any chances, which is why we brought in the emergency response team,' says Cpl. [M.M.] from [neighbouring] RCMP.

Police were searching for the guns, which is why the emergency response team was called in as a precaution, he says.

...

He says 10 people were initially detained, two are now facing charges.

...

Analysis

Based on the documentary evidence and the testimony provided during the hearing,

and on a balance of probabilities, I find the following.

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, in this case, the Landlords.

Section 56 of the Act establishes grounds on which a landlord may apply for dispute resolution to request an early termination of a tenancy and order of possession. In order to grant such an order, I need to be satisfied that the Tenants have done any of the following:

1. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. put the landlord's property at significant risk;
4. has 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;
5. has engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
6. 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 tenancy under section 47 to take effect.

In this case, I find that the Landlord has established on a balance of probabilities that the Tenants did the first three and the fifth actions in the above list. Given the evidence before me overall, I find that it would be unreasonable, or unfair to the Landlords to wait for a notice to end tenancy under section 47 to take effect. I, therefore, find that the Landlords have met the burden of proof in this matter.

Accordingly, and pursuant to section 56(1) of the Act, I Order that the tenancy is ended two days from the date on which the Order of Possession is served on the Tenants. I grant the Landlords an Order of Possession, which must be served on the Tenants and is **effective two days after the date of service**. Further, I grant the Landlords recovery of the \$100.00 Application filing fee, and I authorize the Landlords to deduct this from the Tenants' security deposit.

Conclusion

The Landlords are successful in their Application. I find they have established on a balance of probabilities that the Tenants' behaviour warrants an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act. Accordingly, I Order that **the tenancy is ended two days from the date on which the Order of Possession is served on the Tenants.**

I grant the Landlord an Order of Possession, which must be served on the Tenants, and which is effective two days from the date of service on the Tenants.

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.

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 14, 2020

Residential Tenancy Branch