



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 under section 56(1) and (2) of the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act [landlord's notice for cause]; and
- for recovery of the filing fee.

The landlord, his agent, and a representative for the local municipality attended the hearing; however, the tenants did not attend. The parties were affirmed before providing their testimony.

The landlord's agent stated he served the tenants the landlord's application for dispute resolution and Notice of Hearing documents by personal service on June 3, 2020. The agent said that he followed the restrictions for service of documents under the Ministerial Order in effect at that time, and explained that he attached the documents to the tenants' door, he stepped back, and observed the tenants take the documents from the door.

I accept the landlord's agent's undisputed evidence that the tenants were served notice of this hearing in a manner complying with section 89 of the Act and the hearing proceeded in the tenants' absence.

The landlord, the landlord's agent and the landlord's witness were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the landlord's respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the landlord and representatives and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an order of possession of the rental unit and to recover the filing fee?

Background and Evidence

The landlord's agent submitted that this tenancy began on June 1, 2019, for a monthly rent of \$700.

The landlord's agent submitted that the tenants are not currently residing in the rental unit as the RCMP were called to the residential property and they were subsequently removed by the RCMP's swat team. Thereafter, the emergency response team has deemed the property unsafe and as a result, the windows were boarded up and no one is allowed to live there.

In explaining why the RCMP's swat team was involved, the landlord's agent said that there was a drive-by shooting directed at the rental unit. The landlord's agent said that the criminal activity at the residential property and inside the rental unit resulted from gang involvement from another province.

The landlord's agent said that the neighbourhood had families and children, who had been locked inside their homes since January, in fear of their safety due to the gang and criminal activity in and around the rental unit.

Landlord's witness –

The landlord's witness is a building and bylaw enforcement officer in the local municipality, familiar with these tenants and these circumstances.

The landlord's witness said that someone had used a pick-axe to tear through the boards on the home, and sprayed pepper spray inside the home. The witness said that bricks had been thrown inside the rental unit.

The landlord said that the occupants of the vehicle responsible for the drive-by shooting entered the building and shots were fired inside.

The witness also said that he found a loaded handgun in the flower bed outside the rental unit.

The landlord's evidence was a video from inside the rental unit of the tenant brandishing a handgun, a picture of a member of the RCMP swat team outside the rental unit, with his weapon pointed at the rental unit, and a photo of the swat team's armoured vehicle outside the rental unit.

Analysis

In order to establish grounds to end the tenancy early under section 56 of the Act, the landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the uncontradicted testimony and evidence of the landlord, his agent and witness, I find that the landlord has met that burden.

I find the landlord submitted sufficient evidence that the tenants have created a situation whereby, through their gang affiliations, the landlord's property has suffered significant destruction from active shooters engaging in a drive-by shooting and from the tenants themselves. I find it reasonable to conclude that the tenants' gang affiliations have caused or contributed to the property being deemed unsafe by the emergency response team, leading to the home being boarded up and the tenants removed.

I find proof of this extraordinary damage by the fact the RCMP swat team was called, came to the property and removed the tenants, due to the violence in and around the residential property.

I further found that the photo of the tenant brandishing a gun within the rental unit to be further sufficient evidence that gun violence had indeed occurred in and around the property, as stated by the landlord's agent and witness. I find that the tenants and their affiliations have created terror in the neighbourhood.

On a final note, I find the landlord's agent and witness' testimony to be compelling, consistent, and persuasive.

Due to these conclusions, I therefore find that the landlord has proven on a balance of probabilities that the tenants or someone they have allowed on the property to have put the landlord's property at significant risk and have engaged in illegal activity that has caused or is likely to cause damage to the landlord's property and has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

I am also satisfied based on the above evidence that it would be unreasonable and unfair to the landlord to wait for the One Month Notice to End Tenancy to take effect.

I therefore grant the landlord's application to end this tenancy early as well as his request to recover the filing fee paid for this application.

Conclusion

The landlord's application is successful. The tenancy ended this date, June 25, 2020.

The landlord is granted an order of possession effective two (2) days after service on the tenant. This order of possession granted pursuant to section 56 of the Act can be enforced under *Ministerial Order M195* issued June 24, 2020 pursuant to the State of Emergency declared on March 18, 2020.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$100, as recovery of his filing fee.

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: June 25, 2020

Residential Tenancy Branch