



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUPERMEN PROPERTY MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

On July 29, 2020, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

E.J. attended the hearing as an agent for the Landlord and G.K. attended the hearing as the owner. The Tenant did not attend at any point during the 20-minute teleconference hearing. All in attendance provided a solemn affirmation.

E.J. advised that she served a Notice of Hearing and evidence package by hand to the Tenant on July 31, 2020. G.K. confirmed that he witnessed this service. Based on this undisputed testimony, I am satisfied that the Tenant was served the Notice of Hearing and evidence package in accordance with Sections 89 and 90 of the *Act*. Furthermore, the Landlord’s evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

E.J. advised that she did not know the specific date that the tenancy started, but it was in 2017 sometime. She stated that the rent was currently established at \$633.09 per month and that it was due on the first day of each month. A security deposit of \$268.50 was also paid. A signed copy of the tenancy agreement was not submitted as documentary evidence.

She stated that the Tenant allowed a large group of people to take over his rental unit. There have been numerous complaints by residents of the building about the drug use and drug trafficking that these people are doing in the building. As a result, the police have been called a number of times. She stated that these people have been doing drugs in the common areas of the building and that they have overdosed in the parking lot and stairwell. She testified that these people have defecated in the common areas and they are now throwing garbage and raw meat out of the rental unit window into the courtyard. She stated that they bring random property back to the rental unit and leave it cluttering the hallway. They also do not follow any proper social distancing protocols. She submitted a number of letters, as documentary evidence, from other resident of the building that corroborate the Landlord's position.

She also stated that a pipe broke in the rental unit, but this was only discovered after water leaked into the office below. She contacted a plumber, but the problem was unable to be repaired because the Tenant would not allow access. To fix the problem, the plumber cut a whole in the wall of the office and installed a shut off valve. However, as a result of this, a resident who lives above the rental unit has not had hot water since May.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant, or a person permitted on the residential property by 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.

When reviewing the totality of the evidence, based on the undisputed evidence before me, I am satisfied that the behaviours and actions of the Tenant and/or his guests were likely intentional, malicious, and that they pose a danger that would fall into the categories of: seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, putting the Landlord's property at significant risk, and causing extraordinary damage to the residential property.

The Landlord must also demonstrate that "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 for cause" to take effect. Based on the consistent evidence and testimony of this troublesome past and current behavior, I accept that the Tenant has substantially damaged the rental unit, that he has allowed guests into the rental unit that exhibit dangerous and unpredictable behaviours, and that there is likely a genuine concern for the ongoing safety of the other residents of the property.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 10, 2020

Residential Tenancy Branch