



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on November 24, 2020, wherein the Landlord sought an early end to tenancy pursuant to section 56 of the *Residential Tenancy Act* (the "Act"), as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 11:00 a.m. on December 22, 2020. Only the Landlord's representatives called into the hearing; namely, C.C., the owner; P.L. the property manager; S.W., P.L.'s assistant; T.C. the Strata Property Manager; and, S.H. and K.C., who were both strata council members. C.C. and T.C. gave affirmed testimony and were provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

The Tenants did not call into this hearing, although I left the teleconference hearing connection open until 11:49 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord's representatives and I were the only ones who had called into this teleconference.

As the Tenants did not call in, I considered service of the Landlord's hearing package. C.C. testified that they served the Tenants with the Notice of Hearing and the Application on December 3, 2020 by posting to the rental unit door.

Section 89(2) of the *Act* provides that posting to the rental unit door is sufficient service for a Landlord's request for an early end to tenancy. Section 90 provides that documents served in this manner are deemed served three days later; as such, I find

the Tenants were served with the Landlord's Application as of December 6, 2020 and I proceed with the hearing in their absence.

Pursuant to section 89(1) of the *Act*, service by posting to the rental unit door is not sufficient for a request for monetary compensation; as such, I dismiss the Landlord's claim for recovery of the filing fee.

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

### Issues to be Decided

Is the Landlord entitled to an early end to this tenancy?

### Background and Evidence

The Owner, C.C., testified as follows.

C.C. stated that due to the Tenants, and their guests' behaviour, the strata council went to the extraordinary step of hiring full time security in the building.

C.C. stated that the Tenants appear to be operating a "chop shop" in the rental unit. Documentary evidence submitted by the Landlord confirms that the Tenants have been repeatedly warned that they are disturbing others in the rental unit with their late night sawing, drilling and hammering, which emanates from the rental unit.

C.C. also testified that the Tenants and their guests allow strangers in the building, and that there have been numerous break ins which have occurred since the tenancy began. Recently, the Tenants guests have been seen sleeping in the laundry room, injecting drugs in the stairway, urinating in the common areas and creating conflict with other residents in the building.

C.C. further stated that the Tenants refuse to follow Covid-19 safety protocols, and have not limited their social contacts; rather, they have numerous guests, most of which do not wear masks or adhere to sanitation requirements. The documentary evidence also

confirms the Tenants have been warned that such behaviour is jeopardizing their tenancy.

C.C. stated that the other residents, strata council, and owner have had to confront the Tenants' guests who frequent the rental unit without observing Covid-19 protocols.

C.C. stated that one strata council member, K.C., was threatened with physical harm on November 23, 2020. The circumstances of this incident were set out in detail in a letter dated November 24, 2020, which was delivered to the owner by email on that same date. C.C. confirmed that this was the most concerning incident and which prompted the Landlord's Application for an early end to tenancy, which was filed the next day on November 24, 2020.

The Strata Property Manager, T.C. also testified. He also testified that it appears the Tenants and their guests are operating a "chop shop" in the rental unit and the rental building based on the sawing, drilling and hammering heard at all hours of the night, as well as the number of bikes brought into the rental unit by the Tenants and their guests. T.C. also stated that the Tenants, and their guests, bring their motorized units in the building, one of which leaked gasoline in the hallway.

T.C. also stated that the Tenants guests have defecated in the hallway, underground parking and inside the washing machine. The Tenants and their guests also urinate in the common areas.

T.C. testified that the Tenants allow strangers in the building, and have given keys to non-residents. He confirmed that the strata hired on site security to deal with this issue, following which the Tenants' guests would simply attend the rental unit when the security personnel were not present.

T.C. stated that the situation has escalated such that the Tenants' guests have threatened bodily harm to other residents in the building. He testified that on November 23, 2020, two of the Tenants' guests, who are regularly seen at the rental unit, a man, who's first name is B., and an unnamed woman, with whom B. is regularly seen, entered the underground parking. They were seen using an owner's parking stall and putting tools on the owner's truck, as well as leaning their bikes against the owner's truck. The owner, K.C., who is a strata council member, and who was at the hearing before me, spoke to B. and the woman and asked them not to use the stall for this purpose. In response, B. informed K.C. that he lived in the rental unit and he could do whatever he wanted. He then threatened K.C. and said, "I will smash your face in c\*\*t".

K.C. was very afraid and called the police, but when the police arrived, B. and the woman had left.

T.C. confirmed that K.C. was terrified at this time and communicated her concerns to the strata. As a result of this threat, and the increase in guests to the rental unit, the strata went to the extraordinary expense of ensuring the presence of full time security personnel for the rental building.

T.C. confirmed that B. and the woman continue to frequent the rental unit and have been seen coming to the door with a key. This was recorded on the building security cameral. T.C. also noted that B. and the woman do not wear masks in common areas despite the requirement to do so. Last week B. came in the door with a key.

### Analysis

Section 56 of the *Act* provides that a tenancy may be ended early if the Landlord provides sufficient evidence that the Tenant has

- significantly interfered with the Landlord or another occupant of the residential property;
- seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant;
- put the Landlord's property at significant risk;
- engaged in illegal activity that
  - has damaged or is likely to damage the Landlord's property,
  - has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
  - has jeopardized a lawful right of another occupant or the Landlord; or
- caused extraordinary damage to the residential property

*and* it would be unreasonable or unfair to the Landlord or other occupants to wait for a notice to end tenancy for cause to take effect (emphasis added)

In this case, I accept the Landlord's undisputed testimony that the Tenants and their guests have adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant. The evidence before me confirms the Tenants have regularly disturbed other residents of the rental building by sawing, drilling and banging

at all hours of the night. I accept T.C.'s testimony that the Tenants' guests have also been seen sleeping and injecting drugs in the common areas and have urinated and defecated in the common areas including defecating in the shared washing machine.

I am also satisfied, based on the evidence before me, that the Tenants have also allowed numerous guests and strangers to enter the rental building, without observing Covid-10 safety protocols such as limiting social contacts, wearing protective masks, and hand sanitizing. This behaviour threatens the safety and well being of all occupants of the rental building.

I accept the Landlord's representatives' testimony and evidence that the Tenants have been repeatedly warned that their behaviour is jeopardizing their tenancy.

I also accept the Landlord's evidence that on November 23, 2020, the Tenants' guest, B., who has apparently been given a key by the Tenants and claims to live in the rental unit, threatened another resident, K.C. with physical harm. Based on the Landlord's representatives' testimony as well as the documentary evidence filed, I find that this verbal assault was very upsetting to the occupants of the rental property and has adversely affected their sense of security or safety such that the strata have hired full time security at the building.

I find that the Tenants' guests' behaviour is escalating and in all the circumstances I find that it would be unreasonable for the Landlord to wait for a notice to end tenancy for cause to take effect.

**I therefore grant the Landlord's request for an early end to tenancy. In furtherance of this I grant the Landlord an Order of Possession effective immediately. This Order must be served on the Tenants and may be enforced in the B.C. Supreme Court.**

### Conclusion

The Landlord's request for an early end to tenancy is granted. They are granted an Order of Possession effectively immediately upon service on the Tenants.

The Landlord's request for recovery of the filing fee is dismissed without leave to reapply.

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: December 23, 2020

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Residential Tenancy Branch