



Dispute Resolution Services

Page: 1

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, made on December 16, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk; and
- a monetary order granting the recovery of the filing fee.

The Landlord R.M., the Landlords' Agent K.M., and the Tenant attended the hearing at the appointed date and time. The Landlord stated that the Application and documentary evidence was served to the Tenant. The Tenant confirmed receipt. As such, I find that the above-mentioned documents were sufficiently served pursuant to Section 71 of the Act. The Tenant confirmed that she did not submit any documentary evidence in preparation for the hearing.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Are the Landlords entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?
2. Are the Landlords entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on October 24, 2020. The Tenant is required to pay rent in the amount of \$1,500.00 to the Landlords on

the first day of each month. The Tenant paid a security deposit in the amount of \$750.00 which the Landlords continue to hold.

The Landlord stated that he is seeking to end the tenancy early as the Tenant and her guests have;

“engaged in illegal activity that has or is likely to: damage the Landlord’s property, adversely affect the quiet enjoyment, security, safety, or physical wellbeing of another occupant, and jeopardized a lawful right or interest of another occupant or the Landlord.”

The Landlord stated that since the Tenant has moved into the rental unit, the Police have attended on several occasions to raid the home. The Landlord stated that each occasion, Police have found drugs, firearms, and ammunition. Furthermore, the Landlord stated that he has attempted to contact the Tenant to discuss these concerns, however, the Tenant’s phone does not appear to be in service and she could not be reached in person. The Landlord stated that there was 10 to 15 people in the rental unit when he attended there to collect rent. The Landlord stated that there are tenants and garbage all over the rental property.

The Landlord stated that the neighbours, the nearby school, and businesses have complained to him about the situation at the rental unit and that the Police and Bylaw Officers have also notified the Landlord that they are concerned about the illegal activities which are taking place at the rental unit. The Landlord provided news articles regarding the illegal activities that have taken place at the rental unit, as well as a written statement provided by the Police confirming the activities outlined by the Landlord.

The Tenant responded by stating that she had rented out the basement to other occupants and that they may have been responsible for some of the Police activity at the rental unit. The Tenant admits to helping the local community by providing food, however, the Tenant is under the impression that the property next door to the rental unit may be involved in illegal activity.

Analysis

Based on the documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) The tenant or a person permitted on the residential property by the tenant had done any of the following:*
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
 - (iii) put the landlords property at significant risk;*
 - (iv) engaged in illegal activity that*
 - (A) has caused or is likely to cause damage to the landlord's property,*
 - (B) 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,*
or
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
 - (v) caused extraordinary damage to the residential property,*
and
- (b) it would be unreasonable, or unfair to the landlord 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.***

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

In this case, the Landlord's testimony and documentary evidence clearly indicates that the Tenant or her guests have engaged in illegal activities which has generated frequent Police contact at the rental unit. Furthermore, it appears as though Police have found illicit substances, firearms, and ammunition during their searches of the rental unit. I accept that the Landlord has made attempts to discuss these issues with the Tenant, however, these attempts have been unsuccessful.

The Tenant responded by deflecting blame to other occupants in the home as well as a neighbouring property as being problematic. I find that the Landlord has provided sufficient evidence to demonstrate that the Tenant or her guests have engaged in illegal activity that has or is likely to: damage the Landlord's property, adversely affect the quiet enjoyment, security, safety, or physical wellbeing of another occupant, and jeopardized a lawful right or interest of another occupant or the Landlord. Further, I find it would be unreasonable or unfair to the Landlords to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlords have demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlords are entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlords are granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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: January 18, 2021

Residential Tenancy Branch