



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ANHART COMMUNITY HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an early termination of a tenancy pursuant to section 56 because the tenant or a person permitted on the property by the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord; and because it would be unreasonable or unfair to the landlord or other occupants of the residential property to wait for a one month notice to end the tenancy pursuant to section 47.

The tenant did not attend the hearing, although I left the teleconference hearing connection open throughout the hearing that commenced at 9:30 a.m. and concluded at 10:20 a.m. 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 and I were the only ones who had called into this teleconference.

The landlord was represented at the hearing by the tenant services coordinator, AV and the director of the landlord society, KW. AV provided the testimony on behalf of the landlord. The landlord testified that she served the tenant with the Notice of Expedited Hearing and related documents by posting them to the tenant's door on February 26, 2021. A proof of service document was provided as evidence by the landlord. I am satisfied the tenant was deemed served with the Notice of Expedited Hearing on March 1, 2021, three days after it was posted to the tenant's door in accordance with sections 89 and 90 of the Act.

### Issue(s) to be Decided

Has the landlord provided sufficient evidence to prove the tenant or a person permitted on the property by the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord?

Would it be unreasonable or unfair to the landlord or other occupants of the residential property to wait for a one month notice to end the tenancy pursuant to section 47?

### Background and Evidence

The landlord gave the following undisputed testimony. The tenant moved in prior to this manager becoming the tenant services coordinator. The previous manager is alleged to have allowed this tenant to move in because he owed the tenant a drug debt. A statement from another tenant in the building states the tenancy began *“probably because he got into debt with them because [manager’s] girlfriend is a drug addict”*.

The landlord testified that the tenant is a drug dealer. To corroborate this, the landlord states the tenant has put up a sign outside her door telling visitors to take off their shoes or stay at the door. A photo of the sign was provided as evidence. There is high traffic of people coming in to see the tenant and the visitors come to her unit day and night. To corroborate this, the landlord provided testimonials from other tenants living around the tenant and the landlord’s own testimony that she gets verbal complaints from other occupants of the building daily. The landlord testified that she has verbally advised the tenant that nighttime visitors violate the tenancy agreement but acknowledges no written notification of breaching the tenancy agreement has ever been given to the tenant.

The landlord testified there was a shooting in the tenant’s room on January 25<sup>th</sup>. The landlord states she wasn’t yet working for the company at the time, but she *“heard about it”*. The landlord testified that the only thing she is certain about is that the tenant and a friend of the tenant were involved. The landlord provided a statement from another tenant in the building regarding his interpretation of what he saw.

The landlord alleges that the tenant and her boyfriend were seen breaking the door to another unit down the hall from the tenant’s on January 28, 2021 at approximately 6:30 p.m. This was witnessed by a different tenant who provided a written statement to the landlord.

The landlord also alleges the tenant and her boyfriend broke another door located on the third floor of the building and provides a statement which says “[tenant’s] boyfriend kicked at [unit’s] door a while ago, they were fighting and the cops were here”. No date for this incident was provided.

The landlord testified that the tenant coerced the tenant of a neighbouring unit to give up or abandon his unit so that she could move her sister-in-law and the sister-in-law’s

boyfriend into the unit. When this was discovered of February 12, 2021, the landlord called the police to have those people removed from the unit. While the police were there, the tenant interfered with the removal of her relatives, insisting they were tenants with “more rights than the landlord”. During the removal, the tenant was confrontational with the landlord and the police.

The landlord submits that the tenant is attempting to “rule the first floor” of the building by installing her relatives in the unit she coerced another tenant to abandon and bringing her boyfriend into the building without permission from the landlord. The landlord has not personally seen the tenant dealing drugs since it all happens inside the unit. She suspects it is happening because of the multitude of visitors the tenant receives daily and nightly and the complaints she receives from the other occupants of the building.

The landlord testified that at the time the application for an early end to tenancy was filed, they did not have any video evidence to corroborate their application. Cameras have now been installed and the landlord has been in liaison with the police to make the property more secure.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord’s notice for cause.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that 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.**

Residential Tenancy Branch Policy Guideline PG-51 [Expedited Hearings] provides further clarification at part B:

*... there are circumstances where the director has determined it would be unfair for the applicant to wait 22 days for a hearing. These are circumstances where there is an **imminent danger to the health, safety, or security of a landlord or tenant**, or a tenant has been denied access to their rental unit. (bold emphasis added)*

...

*Applications to end a tenancy early are for **very serious breaches only** and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest pepper spraying a landlord or caretaker. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month).*

As stated above, the landlord must provide sufficient supporting evidence to satisfy me the tenant seriously breached the tenancy agreement or the Act and that there is an imminent danger to other tenants or the landlord.

While the landlord's testimony was undisputed, the landlord is still required to provide sufficient documentary proof to verify their submissions. The landlord alleges the tenant is a drug dealer but has not provided any substantive proof to back up this allegation. While the landlord relies on the statements of other occupants of the building as proof, I find that I cannot fully rely on them because the majority of the content of the statements are mostly conjecture and opinion rather than actual observations. Further, even if the tenant has a history of being a drug dealer, I require substantive proof to satisfy me she is selling drugs out of her unit.

The landlord points to a sign outside the door asking visitors to remove their shoes as proof, however I find this “proof” of selling drugs I find to be nothing more than conjecture. The high amount of traffic to the tenant’s door is likewise not sufficient to establish that the tenant sells drugs from her unit.

The landlord made reference to a shooting that happened in the tenant’s room on January 25<sup>th</sup> and the breaking of the door on January 28<sup>th</sup>, however no details of those incidents were provided. I understand that this manager giving testimony was not an employee of the landlord at the time however I need more than a passing reference to the shooting before I can attribute anything to the tenant or her guests. There are simply no details for me to determine whether this tenant or her guests caused the shooting or were the victims of a shooting since no police reports were provided to corroborate this incident, just statements from others in the building providing a vague description of the incident. Likewise, the only evidence of the door break supplied is the single eyewitness to the door breaking who states his peephole was painted over, preventing him from seeing the break. I also find that much of the remaining testimonial statements provided by the landlord concern associates of the tenant, not the tenant herself.

Lastly, the landlord claims the tenant coerced another occupant of the building to vacate his unit so that she could move her sister-in-law in. The tenant was allegedly confrontational to the landlord and the police when the sister-in-law was being removed from the unit. In order to satisfy me the tenant poses an imminent danger to the health, safety or security of another occupant of the building or to the landlord, the landlord must first show how the tenant has breached any terms of the Act, regulations or tenancy agreement. I am left questioning how the tenant can be held responsible for the actions of the sister-in-law who took over the possession of the vacated unit in the building. Further, the landlord has failed to show where a breach of the Act, regulations or tenancy agreement took place. I have no testimony from the occupant of the vacated unit verifying he was coerced into abandoning it for the tenant’s sister-in-law.

Based on the lack of supporting evidence, I find the landlord has not satisfied the burden of proof to show there is an imminent danger to the health, safety, or security of a landlord or tenant that would cause me to end the tenancy pursuant to section 56 of the *Act*. As stated earlier, an application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end

tenancy for cause can take effect or be considered by way of an application for dispute resolution.

Under the circumstances, if the landlord feels justified in issuing a One Month Notice to End Tenancy for Cause pursuant to section 47 of the Act, the landlord can do so and wait the statutory one month to end the tenancy.

#### Conclusion

The landlord's application for an early end to the tenancy pursuant to section 56 is dismissed without leave to reapply. This tenancy shall continue until it ends in accordance with the Act.

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: March 11, 2021

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Residential Tenancy Branch