



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ki-Low-Na Friendship Society and [tenant name suppressed to protect privacy]

DECISION

ET, FFL

Dispute Codes

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:47 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agent (the "agent") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord called witness R.P. and witness N.F. (the "witnesses"), who both provided affirmed testimony. 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 agent, witnesses and I were the only ones who had called into this teleconference.

The agent testified that she personally served the tenant with this application for dispute resolution on March 4, 2021. Witness R.P. testified that he is an outreach worker who works for the landlord. Witness R.P. testified that he witnessed the agent serve the tenant with this application for dispute resolution but could not recall the exact date. I find that the tenant was served with this application for dispute resolution in accordance with section 89 of the *Act*.

Issues to be Decided

- Is the landlord entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
- Is the landlord entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the agent and the witnesses, not all details of their respective submissions are reproduced here. The relevant and important aspects of the agent's claims and my findings are set out below.

The agent provided the following undisputed testimony. This tenancy began on November 1, 2016 and is currently ongoing. Monthly rent in the amount of \$976.00 is payable on the first day of each month. A security deposit of \$469.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The agent testified that the tenant is a heroin and "meth" dealer who allows her clientele access to the subject rental property at all hours of the day and night. The agent testified that people high on drugs are frequently seen coming and going from the subject rental property and that as a result of the tenant's involvement in drugs, someone shot holes through her neighbour's window on January 31, 2021. The agent testified that she believes the shots were aimed at the tenant as she has heard that the tenant owes money to "bad people". Photographs of the bullet holes through the window were entered into evidence.

The agent testified that she is the property manager for the subject rental building, and she has received many complaints from other tenants about the tenant dealing drugs. The agent testified that one of the other tenants told her that they witnessed a person drop a bag of "meth" when leaving the tenant's apartment.

Witness N.F. testified that he is a maintenance person at the subject rental property and has witnessed the tenant's guests propping the outside door open to allow themselves and others unrestricted access to the building. Witness N.F. testified that the people who are frequently coming and going from the subject rental property appear to be high

on drugs. Witness N.F. testified that he believes the tenant is a drug dealer and has witnessed the tenant around other people in the drug trade.

The agent testified that she has contacted the police about the tenant, but they told her that the tenant is too small time to go after.

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.

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

I accept the agent's undisputed testimony that she has witnessed and been advised of many people who appear to be on drugs coming and going from the subject rental property at all hours of the day and night. I find, on a balance of probabilities, that the tenant is involved, in some capacity, with the drug trade. I accept the agent's testimony that someone fired gun shots at the subject rental building striking the tenant's neighbour's window. I find that the gun shots and the tenant's involvement with the drug trade are, on a balance of probabilities, linked.

Given the danger associated with gun violence, I find that the tenant has seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant, contrary to section 47(1)(d)(ii). I find 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 of the *Act* to take effect. I find that it is unreasonable to subject other tenants at the subject rental property to further potential shootings arising from the tenant's involvement with the drug trade. I therefore grant the landlord a two-day Order of Possession, pursuant to section 55 and 56 of the *Act*.

As the landlord was successful in this application for dispute resolution, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlord is entitled to retain \$100.00 from the tenant's security deposit.

Conclusion

Pursuant to section 55 and 56 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service 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.

The landlord is entitled to retain \$100.00 from the tenant's security deposit, pursuant to section 72 of 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 15, 2021

Residential Tenancy Branch