



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord and the landlord's witness.

The landlords testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, by posting to the door of the rental unit on March 3, 2021, in accordance with Section 89 and that this service was witnessed by a third party and a photograph was taken. Filed in evidence is a photograph.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue to be Decided

Is the landlord entitled to an order of possession, pursuant to Section 56 of the *Act*?

Background and Evidence

The landlord testified that the tenancy commenced on January 1, 2021. Rent in the amount of \$2,800.00 was payable on the first of the month. The tenant did not pay the required security deposit.

The landlord testified that they attended the rental unit on January 8, 2021, to look at the stove to determine if it needed a repair and when they arrived the tenant was portioning out cocaine for sale. The landlord stated that they informed the tenant that

nothing illegal should be happening. The landlord stated the tenant told them “the whole world is on cocaine”. The landlord stated that they notified the police of this incident. Filed in evidence is a police file number.

The landlord testified that the tenant then failed to pay rent for February 2021, and when asked for the rent they were told by the tenant to “back the fuck off, I will ruin you, I will say you solicited sex”. The landlord stated that the police were notified of this incident.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent on February 10, 2021, with an effective date of February 20, 2021. The landlord stated the tenant has not vacated even though the tenancy has ended as they did not dispute the notice or pay the rent. The landlord stated that the tenant has failed to pay March 2021.

The landlord stated that they received a call from the tenant’s friend on February 16, 2021 saying that if I wanted the tenant to leave I should make her a fair offer and that it is in my best interest to do so.

The landlord stated that they have received calls from anonymous callers that I should “back off the eviction if you don’t want your place flooded out”.

The landlord testified that the tenant is using the rental unit to sell drugs and for the purpose of prostitution. Filed in evidence is a text message thread which shows the tenant is selling drugs from the rental unit and soliciting prostitution. The text message show the tenant gave the rental unit address to conduct business.

Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - 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, or
 - iii. Put the landlord’s 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 rental unit or residential property.
- b) And 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 to take effect.

I am satisfied, based on the undisputed testimony and evidence provided by the landlord that the tenant has engaged in illegal activity by having and selling cocaine from the rental unit. I am also satisfied that the tenant is using the rental unit for the purpose of prostitution. I find that the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

I also find it would be unfair to the landlord to wait for a One Month Notice to take effect. The landlord has received threats since serving the tenant with the notice to end tenancy for unpaid rent, that if they did not back off the eviction that the rental unit would be flooded. I am also satisfied that the landlord has received attempts of extorting money to have the tenant vacate. In addition, the tenancy has likely already legally ended due to the tenant's failure to pay rent.

Based on the above, I grant the landlord's application to end the tenancy early and obtain an order of possession.

Conclusion

I find the landlord is entitled to an order of possession, pursuant to **section 56** of the Act, effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

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 16, 2021

Residential Tenancy Branch