



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 pursuant to the *Residential Tenancy Act* (the *Act*) for an early termination of tenancy and Order of Possession, pursuant to section 56.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. 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 advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. The landlord testified that they are not recording this dispute resolution hearing.

The landlord testified that the tenant was served with this application for dispute resolution via registered mail on March 24, 2021. A Canada Post registered mail receipt stating same was entered into evidence. I find that the tenant was served in accordance with section 89 of the *Act*.

The landlord confirmed their email address for service of this decision and order.

Issue to be Decided

Is the landlord entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?

Background and Evidence

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

The landlord provided the following undisputed testimony. The tenant has resided at the subject rental property for the past 10 years; however, the parties did not sign a tenancy agreement until July 30, 2019. The tenancy agreement was signed by both parties and entered evidence. The tenant is the landlord's stepson. Monthly rent in the amount of \$950.00 is payable on the first day of each month. A security deposit was not paid by the tenant to the landlord. The tenant lives in the basement suite and the landlord lives in the suite above.

The landlord testified that the tenant has become a drug user and is trafficking drugs from the subject rental property. The landlord testified that the police have attended on six occasions in the last month and the situation has become intolerable with people coming and going at all hours. The landlord's affidavit states on March 7, 2021 the tenant threw a party with many people in attendance and that the police shut it down.

The landlord testified that on March 14, 2021 the landlord heard through the vents in the house that the tenant's partner intentionally cut herself. The landlord testified that he called 911 and the police attended.

The landlord testified that later in the day on March 14, 2021 the tenant came to the landlord's front door and tried to push his way into the landlord's home. The landlord testified that the tenant threatened "I'm going to punch in your face" and threatened to throw the landlord's property off the balcony. The landlord testified that the tenant was high on some type of drug during this encounter and that 911 was called and the police attended and were able to calm the tenant down.

The landlord testified that after issuing the tenant four days notice of inspection, the landlord inspected the subject rental property on March 15, 2021. The landlord testified that the subject rental property was a mess with alcohol, drugs and drug paraphernalia laying about. The landlord testified that all the smoke detectors were removed and that the suite was in disrepair. Photographs showing same were entered into evidence.

The landlord testified that last week a drug deal in the subject rental property went bad and the tenant was slashed across the face and required 60 stitches. The landlord entered into evidence a photograph of a blood-stained carpet and couch which the landlord testified were from the attack. The landlord testified that four police cars attended, and the subject rental property was locked down as a crime scene for hours.

The landlord testified that the landlord is constantly worried for their personal safety and is having difficulty sleeping. The landlord testified that the current situation is intolerable.

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.

Based on the landlord's undisputed testimony and the photographs of drugs and drug paraphernalia entered into evidence, I find that the tenant is a drug user and involved in some capacity in the drug trade. I accept the landlord's undisputed testimony that the tenant threw a party. I note that at the time of the party, due to the global pandemic, there was a public health order in place restricting indoor social gatherings of any size at your residence with anyone other than your household or, if you live alone, your core bubble. I find that the party breached this public health order. I accept the landlord's undisputed testimony that the tenant threatened to punch the landlord in the face and threatened to destroy the landlord's property, while high on drugs.

I find that the tenant's drug use, breach of public health order, and threats of violence against the landlord and the landlord's property significantly interfered with and unreasonably disturbed the landlord.

I find that it would be unreasonable and unfair to the landlord for the landlord to wait for a notice to end the tenancy under section 47 of the *Act* [landlord's notice: cause] given the very real threat of violence uttered by the tenant to the landlord. I find that given the undisputed history of events testified to by the landlord, there is a real potential for the tenant to harm the landlord and the landlord's property. It would therefore be inappropriate to make the landlord wait for a notice to end tenancy under section 47 of the *Act*. Pursuant to section 56 of the *Act*, I grant the landlord a two-day Order of Possession.

Conclusion

Pursuant to sections 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.

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: April 09, 2021

Residential Tenancy Branch