



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On March 10, 2021, the Landlord submitted an Application for Dispute Resolution under Section 56 of the *Residential Tenancy Act* (the “Act”) requesting that the tenancy end early, for an Order of Possession for the rental unit and to be reimbursed for the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the 26-minute hearing. The Landlord testified that the Notice of Dispute Resolution Proceeding and related evidence was posted to the Tenants’ door on March 19, 2021. The Landlord also provided a signed Proof of Service supporting the service. As such, I find that the Tenants are deemed to have received the Notice of Expedited Hearing - Dispute Resolution Proceeding on March 22, 2021, in accordance with Sections 89 and 90 of the Act.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Issue to be Decided

Is the Landlord entitled to an early end of tenancy and an Order of Possession pursuant to Section 56 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

The Landlord provided testimony that the six-month, fixed-term tenancy began on January 8, 2021. The monthly rent was \$2,100.00 and the Landlord collected a \$1,050.00 security deposit and a \$400.00 pet damage deposit. The Landlord lives in the basement of the residential property while the Tenants live on the upper floor.

The Landlord stated that there was a specific incident and further ongoing issues where the Tenants have significantly interfered with and unreasonably disturbed the Landlord; and, where the Tenants have engaged in illegal activity that has adversely affected the quiet enjoyment, safety and physical well-being of the Landlord, who also lives on the residential property.

The Landlord testified that, on February 11, 2021, the local police detachment attended the rental unit to execute a search warrant. The Landlord assisted the police by providing them entry into the rental unit. The police officer reported back to the Landlord that they seized 12 rifles, cash, drugs and stolen property from the unit. The officer told the Landlord that the occupants of the rental unit were selling drugs from the unit and committing thefts in the neighbourhood.

The Landlord submitted an excerpt of the local news media that published the police actions and noted that weapons, drugs and stolen property were seized from the property.

The Landlord stated that the drug activity has been continuing with regular activity in and out of the rental unit occurring throughout the day and night. The Landlord is very concerned about her safety as she is living below the rental unit and is aware that guns, drugs, and stolen property have been going in and out of her residential property.

As a result of the Tenants seriously jeopardizing the health and safety of the Landlord, the Landlord is requesting an early end of tenancy and an Order of Possession.

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 to request an Order of Possession on a date that is earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 of the Act. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the Tenants have 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.*

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.

Based on the undisputed testimony and evidence before me, I am satisfied that the Landlord has grounds to end this tenancy for cause, specifically, that the Tenants have been seriously jeopardizing the health and safety of the Landlord through their involvement in the trade of drugs, guns and stolen property.

I find that it would be unreasonable for the Landlord to wait for a Notice to End Tenancy for Cause, under section 47 of the Act, to take effect as there is a genuine concern for the ongoing safety of all the residents of the residential property, including the Landlord.

Therefore, I find that the Landlord has provided enough evidence to justify an early end to this tenancy. As such, I find that the Landlord is entitled to an Order of Possession.

I find that the Landlord's Application has merit and that the Landlord is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, pursuant to section 72 of the Act. As such, I authorize the Landlord to deduct \$100.00 from the security deposit.

Conclusion

Pursuant to Section 56 of the Act, I grant the Landlord an Order of Possession to be effective two days after the Order is served on the Tenants. Should the Tenants 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 13, 2021

Residential Tenancy Branch