



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on March 22, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk; and
- a monetary order granting the recovery of the filing fee.

The hearing was scheduled for 1:30 P.M. on April 15, 2021 as a teleconference hearing. The Landlord attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant in person on March 26, 2021. Based on the oral submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on March 26, 2021. The Tenant did not submit documentary evidence in response to the Application.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?
2. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified that the tenancy began on November 2, 2020. Currently, the Tenant pays rent in the amount of \$2,700.00 which is due to the Landlord on the first day of each month. The Landlord stated that the Tenant paid a security deposit in the amount of \$1,350.00 as well as a pet damage deposit in the amount of \$1,350.00. The Landlord stated that she continues to hold both deposits. The Landlord stated that the Tenant continues to occupy the rental unit.

The Landlord stated that she is seeking to end the tenancy early as the Tenant and her guests have;

“engaged in illegal activity that has or is likely to: damage the Landlord’s property, adversely affect the quiet enjoyment, security, safety, or physical wellbeing of another occupant.”

The Landlord stated that she received a phone call from the Police on March 19, 2021 to advise her that a search warrant had been executed at the rental unit at which point it was discovered that the Tenant had been in possession of illicit substances, body armour and firearms. The Landlord provided a news article in support.

The Landlord stated that she was also contacted by the City Bylaw Enforcement who advised her of the severe risk that the Tenant is posing to the rental unit and to the Community. The Landlord provided a copy of the Notice posted by the Bylaw Officer at the rental unit advising that the property is: “Unsafe Do Not Enter or Occupy”. The Landlord stated that the Tenant was also fabricating illicit substances at the rental unit which has caused significant safety concerns.

If successful, the Landlord is also seeking the return of the filing fee.

Analysis

Based on the unchallenged documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

(a) The tenant or a person permitted on the residential property by the tenant had done any of the following:

- (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;*
- (iii) put the landlords 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 residential property, and*

(b) 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 [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.

In this case, the Landlord's unchallenged evidence and testimony indicates that the Tenant has engaged in illegal activities which has created a significant risk to the rental unit. I find that the Landlord has provided sufficient evidence to demonstrate that the Tenant's illegal activities generated Police and City Bylaw intervention. I am satisfied based on the evidence provided by the Landlord that the Tenant's activities have resulted in the City Bylaw issuing a Notice indicating that the rental property is unsafe for occupancy. I find this constitutes immediate and sever risk to the Landlord's property.

I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be deducted from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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 15, 2021

Residential Tenancy Branch