



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on April 29, 2021 (the "Application"). The Landlords 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 Landlords and the Tenants attended the hearing at the appointed date and time. At the start of the hearing, the parties confirmed service and receipt of their respective Application and documentary evidence packages. I find that the above-mentioned documents were sufficiently served pursuant to Section 71 of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

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

### Background and Evidence

The parties testified and agreed to the following; the tenancy began on February 15, 2021. The Tenants are required to pay rent in the amount of \$2,450.00 to the Landlords on the 15<sup>th</sup> day of each month. The Tenants paid a security deposit in the amount of \$1,225.00 which the Landlords continue to hold.

The Landlords stated that they received notification from the Police on April 16, 2021 stating that they executed a search warrant on the rental unit, during which they found and seized; “cocaine, OxyContin pills (fentanyl) and other unknown pills and evidence of drug trafficking occurring. There was also evidence of drug processing/packaging - specifically the cutting and packaging of cocaine into prepackaged amounts for sale found within the residence”. The Landlords provided a Police Narrative Report in their documentary evidence as well as a picture of the seized items in support.

The Landlords stated that they do not live on site, however, have received numerous complaints from the Strata and neighbours who reside in the building who are very concerned for their safety given the high risk nature of the Tenants’ activities. The Landlords stated that the neighbours have resorted to installing cameras outside their residence for safety and security reasons. As such, the Landlords are seeking an early end to the tenancy as the Tenants 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, and jeopardized a lawful right or interest of another occupant or the Landlord.”

The Tenants responded by denying that the Police found fentanyl in their rental unit, just cocaine. The Tenants stated that they were only holding the seized items for a friend and that the Police have not submitted any charges against the Tenants.

### Analysis

Based on the 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 Landlords' evidence and testimony indicated that the Tenants have engaged in illegal activities which have come to Police attention. I accept that the Police attended the rental unit and found some illicit substances which is a cause for concern. What I find most concerning is the Tenants' denial of responsibility and the fact that they seem to be unaware of the potential risk they cause to themselves and others in the building. I find that the Landlords have provided sufficient evidence to demonstrate that the Tenants 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, and jeopardized a lawful right or interest of another occupant or the Landlord.

Given the Tenants' lack of concern regarding the incident and denial of responsibility, I find that it would be unreasonable 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.

I find the Landlords have demonstrated an entitlement to an **order of possession, which will be effective two (2) days** after service on the Tenants. In addition, having been successful, I find the Landlords are 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 Landlords are 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.

The Landlords are entitled to deduct \$100.00 from the security deposit held for the recovery of the filing fee.

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: May 25, 2021

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Residential Tenancy Branch