



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAMERAY GARDEN HOLDINGS LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

ET and FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to end the tenancy early, for an Order of Possession, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on May 01, 2021 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in April of, 2021 were posted on the door of the rental unit.

The Agent for the Landlord stated that:

- in February of 2021 the Tenant told him that he was moving out of the rental unit;
- the Tenant told him his roommate, "Peter", would continue to live in the rental unit;
- the Tenant vacated the rental unit by February 28, 2021;
- the Tenant did not leave a forwarding address; and
- he does not know the Tenant's whereabouts.

As the Tenant did not provide a forwarding address and the Landlord has no means of contacting the Tenant, I find that the hearing documents that were posted on the door of the rental unit on May 01, 2021 have been sufficiently served, pursuant to section 71(2)(c) of the *Residential Tenancy Act (Act)*. As these proceedings relate to regaining possession of the rental unit, I find that posting hearing documents on the door of the rental unit is a reasonable method of serving a tenant who has any interest in retaining possession of that rental unit, in circumstances where the landlord has no other method of advising the Tenant of the proceedings.

As I have concluded the aforementioned documents have been sufficiently served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings.

On May 12, 2021 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the door of the rental unit on May 13, 2021. On May 24, 2021 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the door of the rental unit on May 25, 2021. For the reasons previously stated, I find that these documents have been sufficiently served to the Tenant, pursuant to section 71(2)(c) of the *Act*, and they were accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Is the Landlord is entitled to end this tenancy early; to an Order of Possession on the basis that the tenancy is ending early, pursuant to section 56 of the *Act*; and to recover the filing fee pursuant to section 72(1) of the *Act*?

Background and Evidence

The Agent for the Landlord stated that:

- Landlord and the Tenant entered into a written tenancy agreement;
- The tenancy began on January 01, 2021;
- The Tenant agreed to pay rent of \$1,650.00 by the first day of each month;
- After being advised by the Tenant that “Peter” was going to remain living in the rental unit, he spoke with “Peter” and asked him to complete a tenancy application if he wished to become a tenant;
- “Peter” has never completed a tenancy application;
- “Peter” has never provided him with his surname;
- The Landlord never entered into a written or oral tenancy agreement with “Peter”;
- “Peter” has never paid rent; and
- “Peter” is still living in the rental unit.

The Agent for the Landlord stated that the Landlord wishes to end the tenancy, pursuant to section 56 of the *Act*, for the following reasons:

- On April 05, 2021 the police were called to the rental unit as a result of a stabbing;
- “Peter” told him that a person who knocked on the door of the rental unit argued with his roommate, which resulted in the roommate being stabbed;
- The person who stabbed his roommate ran away prior to police attending;
- The person who stabbed his roommate is the boyfriend of another occupant of the residential complex;
- He knows the identity of the person who stabbed his roommate but he is not willing to provide it to the police;
- On May 07, 2021 a female was found crying outside of the rental unit;
- This female told the police that she had been paying rent to “Peter” and that he removed her belongings from the unit and changed the locks;
- This female told the police there was a gun inside the rental unit;
- On May 07, 2021 the police asked the Landlord to provide them with access to the rental unit which he could not provide because “Peter” had changed the locks;
- The police forced their way into the rental unit and subsequently changed the lock to the rental unit;
- The police provided the Agent for the Landlord with a key to the rental unit and told him to provide a key to “Peter” and to tell “Peter” to contact the police;
- “Peter” had changed the locks on two previous occasions, without the consent of the Landlord and without providing a key to the Landlord;
- On May 09, 2021 the Landlord provided “Peter” with the key to the unit;
- Sometime after May 09, 2021 “Peter” changed the lock for a fourth time;
- On May 09, 2021 “Peter” told the Landlord not to allow the roommate who had been stabbed into the unit;
- On May 09, 2021 “Peter” told him that the roommate who had been stabbed has a gun inside the unit;
- On May 14, 2021 approximately 20 police officers attended the rental unit and forced their way into the unit;
- He does not know why the police attended the unit on May 14, 2021;
- In the early morning hours of May 15, 2021, a woman was outside the rental unit yelling at “Peter” and accusing him of “rape”;
- On May 15, 2021 his wife went to the rental unit to ask “Peter” to stop the women from yelling; and

- When his wife went to the unit on May 15, 2021 “Peter” sprayed her with “pepper spray”.

Analysis

On the basis of the undisputed evidence, I find that the Landlord and the Tenant entered into a written tenancy agreement for a tenancy that commenced on January 01, 2021.

On the basis of the undisputed evidence, I find that the rental unit is currently being occupied by “Peter”, who has never paid rent to the Landlord and who has no written or oral tenancy agreement with the Landlord. As such, I find that “Peter” has no legal standing in these proceedings and that the Tenant permitted him to occupy the rental unit during his tenancy.

On the basis of the undisputed evidence, I find that neither the Landlord nor the Tenant gave the other party proper written notice to end the tenancy.

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy 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* and the landlord may apply for an Order of Possession for the rental unit. Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property
- The tenant or a person permitted on the residential property by the tenant has 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

- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

Section 56(2)(b) if the *Act* authorizes me to grant an Order of Possession in these circumstances only if 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.

After considering all of the aforementioned undisputed testimony, I am satisfied that a person permitted on the property by the Tenant (Peter) has seriously jeopardized the health or safety or a lawful right or interest of other occupants of the residential complex and/or the landlord.

I find that “Peter’s” association with individuals who possess and/or use weapons such as guns and knives within the residential complex places other occupants at significant risk, as they might be “in the wrong place at the wrong time”.

I find that “Peter’s” failure to provide the identify of the person responsible for stabbing his roommate and his failure to turn over a firearm to the police demonstrates a disregard for the safety of other people living in the residential complex.

I find that when “Peter” assaulted the Agent for the Landlord’s wife with “pepper spray” he demonstrated a complete disregard for her safety.

I also find it reasonable to conclude that the level of police presence in the building has unreasonably disturbed other occupants of the residential complex.

Given the level of violence associated with the rental unit, I find that it would be unreasonable in these circumstances to wait for a notice to end the tenancy under section 47 of the *Act* to take effect.

I therefore grant the application to end the tenancy early and the application for an Order of Possession.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

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*.

Conclusion

Based on these findings I grant the Landlord an Order of Possession that is effective immediately. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and I grant the Landlord a monetary Order in that amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced by that Court.

Dated: May 25, 2021

Residential Tenancy Branch