



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1174267 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act.

The Tenant, J.M., an agent for the Landlord, P.K. ("Agent"), Constable D.B., and a witness for the Landlord, a bylaw supervisor, D.B. ("Bylaw Witness"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenant said he had received the Application, Notice of Hearing, and the documentary evidence from the Landlord and had reviewed it prior to the hearing. The Tenant confirmed that he had not submitted any documentary evidence to the RTB or to the Landlord.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that

the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to an order of possession based on the early termination of the tenancy in accordance with section 56 of the Act?

Background and Evidence

The Landlord submitted a tenancy agreement signed by the Parties. The Parties confirmed the following details of the tenancy. The fixed-term tenancy began on May 1, 2020, running to December 31, 2020, and then operating on a month-to-month basis. They agreed that the Tenant paid the Landlord a monthly rent of \$1,200.00, due on the first day of each month. The Agent confirmed that the Tenant did not pay the Landlord a security deposit, nor a pet damage deposit.

The Tenant said that he moved out of the residential property a few months prior; however, the Parties agreed that he was still responsible for the occupants of the residential property, and therefore, it was relevant that he is attending, and should be served as the Tenant of the residential property.

In the hearing, the Landlord said that the reason he seeks an early termination of the tenancy and an order of possession is because:

...the circumstances of the property and the risk to public safety far exceed any tenancy agreement. The evidence that I've uploaded indicates a risk to public safety and bylaws – it is quite clear - the evidence speaks for itself. People have died there. A lot of bad stuff has happened. I wish to not get into it.

Constable [D.B.] said:

Typically, I don't get involved unless there's a real concern to public safety. Typically, Corporal [R.K.] is responsible, but I'm filling in for him. There are a lot of the public safety concerns with this property. I'll first give you some background of the area and the residence.

This address, since January 2020 to date, the police have attended the residence 24 times in this time. It is located in a heavily populated residential

setting. There is an elementary school directly to the south of it. It puts the people in the neighbourhood at risk of violence

Some of the files involve homicide, shots fired, careless use of fire arms, robbery, possession of stolen property, suspicious vehicles in the area. I can't get into specifics of it due to privacy concerns. However, I note that the tenancy started on May 1, 2020, and on May 6, 2020, the [local] RCMP attended a call about a forced entry. There was evidence of a robbery at the residence.

The following calls were made to the property:

- August 1, 2020 there was a call about a person struck in the head with a hatchet;
- January 26, 2021 - shots fired; a witness observed two people carrying fire arms;
- February 4, 2021 – responded to shots fired. Two people inside were shot, one was soon deceased. It was very publicised. There was a media release about how concerning this property has become; and
- May 21, 2021 – multiple shots fired at residence. Again, this incident indicates violent crimes.

The level of violence is extremely concerning. The Lower Mainland is in the middle of gang conflict. It's rare to see this level of violence in one location.

I can't say if tenants are involved in gang violence, but the activity indicates that it is a concern to public safety. If not resolved, it puts the public at great risk.

The Landlord submitted a national news agency's article about what happened on this property on February 4, 2021, which confirms the testimony of the Agent and police officer.

The Bylaw Witness said:

I sit on a task force with the RCMP. We deal with problem properties in [this city]. This property came up on our radar screen. We had concerns from complaints from the neighbourhood - public safety. People were coming in and out of the home. Some were doing drugs. A concerned neighbour said the RCMP and bylaw enforcement were not doing anything to protect him from this residence.

We called [the Agent] and brought it to his attention. There was evidence of a public safety issue.

[The Agent] was involved about the issues occurring at the address. A neighbour was so frustrated that he moved out of the area, because of his safety. [The Agent] has been cooperative. He has done everything in his powers to do a quick eviction from the residence. Due to the school, the neighbourhood and residential areas, people in the residence are calling this a risk to huge public safety.

The Tenant said:

I don't deny the issues that have occurred there. It should be clear that a lot the problems stem from other houses in the area. There have been problems at the current residence in question, but it is not the same residents who occupied the residence a few months ago. It's not just the residence in that unit. The only issue – the death on February 4 – my girlfriend was the victim of that homicide. I can't comment on those other issues.

Answering my question of why it would be unreasonable or unfair to the Landlord and neighbours of the residential property to serve the Tenant with a One Month Notice to End Tenancy for Cause under section 47 of the Act, the Agent said: "I believe [the Bylaw Witness] and Constable [B.] were very clear. The risk to the public safety is too great to buy any more time."

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end a tenancy early under section 56 of the Act, a landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for 30 Day Notice to end the Tenancy under section 47 of the Act to take effect. Having reviewed the testimony and documentary evidence of the Landlord, I find that they have met that burden.

I accept the Landlord's undisputed evidence that the Tenant or someone he has allowed on the property to have significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property, as well as neighbours of the property.

I find the Landlord submitted sufficient evidence that person(s) allowed on the property by the Tenant have created an atmosphere of violent crime in a property located in a residential neighbourhood. I also note the Agent's evidence that an elementary school is nearby.

Due to these conclusions, I, therefore, find that the Landlord has proven that the Tenant and/or the occupants allowed on the property by the Tenant, have significantly interfered with or unreasonably disturbed the Landlord and the neighbours. I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy to take effect, as I find without an early end to the tenancy, the violence and crime – the risk to the public - will continue.

I therefore grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. I, therefore, award the Landlord an Order of Possession effective two days after serving this Order on the Tenant, pursuant to section 56 of the Act.

Conclusion

The Landlord has established on a balance of probabilities that the violent, criminal activities occurring at the residential property under the Tenant's tenancy warrants an early termination of the tenancy and an Order of Possession, pursuant to section 56 of the Act. Accordingly, I Order that the tenancy is ended two days from the date on which the Order of Possession is deemed served on the Tenant.

I grant the Landlord an Order of Possession, which must be served on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: July 02, 2021

Residential Tenancy Branch