



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Central Island Investments/Discover Ridge
Apts and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to end a tenancy early and without notice.

The hearing was conducted via teleconference and was attended by two agents for the landlord. Neither tenant attended the hearing.

The landlord's agent testified the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting on the rental unit door on September 23, 2021 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 3rd day after they have been posted.

Based on the undisputed testimony of the landlord's agent, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without the benefit of a Notice to End Tenancy and to a monetary order to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 56, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on March 4, 2021 for 1-year fixed term tenancy beginning on March 1, 2021 for a monthly rent of \$1,150.00 due on the 1st of each month with a security deposit of \$575.00 paid; and
- A copy of a One Month Notice to End Tenancy For Cause issued by the landlord on June 26, 2021 with an effective vacancy date of July 31, 2021 citing the following causes to end the tenancy;

- The tenant has allowed an unreasonable number of occupants in the unit;
- The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property; and
- The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the landlord.
- Details of Events outline on the Notice to End Tenancy as follows:
 - “They have acted contrary to the signed addendum to the tenancy agreement, which states: The tenant(s), any member of their household, and/or persons invited onto the residential property by the tenant, shall not engage in any criminal activity on the premises or property including but not limited to: a) Any drug-related criminal activity.
 - Every day, many people visit for 2 – 5 minutes and a drug deal was personally witnessed by CH the manager, on June 23, 2021 when TH interacted with a visitor at the east door. KS is to appear in court on June 28th, 2021, charged with 3 counts of “Possession for the purposes of trafficking”.
 - A notice was given to the tenants dated Jun3 19th, 2021, after other tenants’ complaints of them hosting several guests, entering the premises after midnight and coming and going several times during the early morning hours. This was confirmed after watching video taken of the reception area.”

The landlord submitted that the tenants have been served with a One Month Notice to End Tenancy for Cause and a 10 Day Notice to End Tenancy for Unpaid Rent. Both Notices had been issued in late June and early July 2021.

The landlord submitted that on September 9, 2021 there was a significant police presence at the residential property that included an issue related to a gun on or near the residential property.

The landlord submitted a video recording of the event provided by other occupants of the residential property. The video included showing a number of police cars with a couple of officers with guns drawn speaking to people in a vehicle parked in front of the residential property.

The landlord also submitted that the police had provided information that included reference to the tenants subject to this application.

Analysis

Section 56(1) of the *Act* allows a landlord to seek an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 and an order of possession for the rental unit.

Section 56(2) outlines that such an order may be issued if:

- (a) the tenant or a person permitted on the residential property by the tenant has 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 landlord's 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] to take effect.

I find the landlord's submissions do not provide sufficient evidence to establish that the police event of September 9, 2021 included both or either one of the tenants. I also find that even if there was sufficient to establish the tenants were involved there is insufficient evidence to establish that this cause warranted the need to end this tenancy without waiting for a notice under Section 47 to take effect.

Conclusion

Based on the above, I dismiss the landlord's Application for Dispute Resolution in its entirety.

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: October 12, 2021