



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 23, 2021. The landlord provided a copy of the Canada Post Receipt as confirmation of service. I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the tenant was properly served as per sections 88 and 89 of the Act. Despite not attending the hearing, the tenant is deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?
Is the landlord entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 1, 2020 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated November 29, 2020. The monthly rent is \$2,000.00 payable on the 1st day of each month. A security deposit of \$1,000.00 was paid.

The landlord seeks an urgent application about a tenant who poses an immediate and severe risk to the rental property, other occupants or the landlord.

The landlord provided written details which states in part,

A considerable amount of drugs was found in the apartment. Evidence was handed over to the police and a report was made which has been included. The tenant has not paid rent in over three months and refuses to move. I am currently four months pregnant and I have a pre-existing heart condition that my doctor has informed me can be detrimental to the health of myself and the baby. A doctor's note has been included.
[reproduced as written]

The landlord clarified that after serving the tenant with a notice of inspection the landlord attended the rental unit and discovered illegal drugs in the rental unit. The landlord referenced a submitted photograph of a plate which had a rolled up piece of paper wrapped with elastic bands. The landlord stated that the plate had cocaine on it. The landlord also stated that a container of cocaine was found. Both items were reported and the items turned over to the police. The landlord has also submitted a copy of a police report in which it notes that 50grams of cocaine was seized. The landlord stated that the tenant was in violation of the tenancy agreement by possessing illegal drugs which the landlord feels was for sale.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - 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
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

I accept the undisputed affirmed evidence of the landlord that the tenant was in possession of illegal drugs as shown in the landlord's evidence. The landlord has established that the tenant poses an immediate and severe risk to the rental unit. The landlord discovered the drugs found in the rental unit during an inspection from which the tenant was advised of in advance. The landlord notified the local police and the drugs were seized. I find on this basis that the tenant has jeopardized the lawful right or interest of the landlord by possession illegal drugs for the purpose of sale.

The landlord having been successful is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is authorized to end the tenancy early and is granted an order of possession to be effective 2 days after it is served upon the tenant.

The landlord is also granted a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those Courts.

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 25, 2021

Residential Tenancy Branch