



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to end the tenancy early and obtain an order of possession and to recover the filing fee.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on October 29, 2020. Rent in the amount of \$375.00 was payable on the first of each month. A security deposit of \$260.00 was paid by the tenant.

The landlord testified that they provide supportive housing for women. The landlord stated on October 29, 2021, that another occupant of the building brought to their attention that they found a concealed knife in the third-floor stairwell.

The landlord testified that they reviewed the video footage, and it shows the tenant's male guest carrying a 12-inch bowie knife, a roll of packing tape and trying to access the 2nd and 3rd floor; however, these doors can only be accessed by a fob. The landlord

stated that the tenant's guest then breaks the heat register, hides the 12-inch bowie knife taping the heat register shut and hiding the roll of tape.

The tenant confirmed that this male guest was in her rental unit and stays from time to time. The tenant stated that they were at home at the time but was busy getting ready for an appointment.

The tenant testified that their guest was going to go to visit another occupant to do some woodworking and went up the wrong staircase and could not access the upper floors as the doors were locked, and he hid the knife because he panicked. The tenant said the knife is simply a tool he uses and its not that big of a knife.

When I asked the tenant why he would have a large roll of tape, the tenant responded they use the tape in her rental unit for bedbugs. When I asked the tenant why her guest would purposely conceal the weapon in the stairwell the tenant responded that it was a because he panicked, and he thought that it would not look good carrying a knife through the building when he left.

The landlord responded that they have inspected the tenant's rental unit and there is no evidence of bedbugs and this does not explain why he would have the packing tape in the stairwell. The landlord stated that at no time is it acceptable that the tenant's guest would be in possession of a large knife, carrying in the stairwell, and then hiding it. The landlord stated that this is a women's supportive housing this puts the other occupants and property at significant risk. The landlord stated this is not a wood working tool, this was a large bowie knife, which is a weapon when concealed.

The landlord stated that they had just receive from the tenant a letter that was from another occupant in the building who said they had invited the male guest of the tenants to come visit and show them how to do wood working. The landlord stated they have not had a chance to speak with the occupant and they believe, they could simply be trying to help their friend and not understand the gravity of the impact it could have on their tenancy.

The landlord stated that they had asked the tenant to come to their office when this incident occurred so they could discuss what happened; however, the tenant has not done so.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Application for order ending tenancy early

56 (1)A landlord may make an application for dispute resolution requesting

- (a)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 [*landlord's notice: cause*], and
- (b)an order granting the landlord possession of the rental unit.

(2)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, in the case of a landlord's application,

- (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 [*landlord's notice: cause*] to take effect.

In this case, I am not satisfied with the tenant's explanation as to why their guest would be carrying a large knife, with a roll of packing tape and then concealing the knife by breaking the heat register and using the tape to make it appear not broken and then hid the tape.

I do not accept that their guest simply panicked when they could not gain access to the upper floors because they could have simply walked out through an unlocked door, which they did.

Further, I find the knife if it was truly intended to be used as a tool, and not for an illegal purpose, there would be no reason why their guest would panic about carrying the knife or the tape when leaving the building. I find it was unreasonable to conceal the knife by breaking the heat register and taping it closed and then hiding the tape. This appears to have been planned as the intent must have been to retrieve the knife later and the tape. This is not the action of a reasonable person, with no intent to conduct an illegal offence.

I find it more likely than not that the tenant is making up a story as they cannot know what the intent of their guest was when he hid the knife and packing tape. I find the tenant permitted another person on the residential property, who seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant and put the landlord's property at significant risk.

I have also considered whether it would be unreasonable and 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.

In this case, the tenant lives in supportive housing for women, who are the most vulnerable due to their own life trauma. I find the tenant lack of insight and minimizing the incident troubling. At no time should their male guest have a bowie knife in the premises or being carrying a knife in a common area. Therefore, I find it would be unfair and unreasonable for the landlord to wait for the notice to end tenancy under section 47 to take effect.

I find that the landlord is entitled to an order of possession, pursuant to section 56 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

As the landlord was successful with their application, I find the landlord is entitled to recover the cost of the filing fee of \$100.00 from the tenant. I authorize the landlord to keep the amount of \$100.00 from the tenant's security deposit in full satisfaction of this award.

Conclusion

The landlord is granted an order of possession.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *ACT Tenancy Act*.

Dated: November 20, 2021

Residential Tenancy Branch