



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      **ET, FFL**

### Introduction

The Landlords sought an early termination of the rental unit tenancy by Expedited Hearing pursuant to Sections 56 and 62 of the *Residential Tenancy Act* (the “Act”). The Landlords also sought recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. Landlord, PT, RCMP Corporal, RK, and Bylaw Supervisor, DB, attended the hearing at the appointed date and time and provided affirmed testimony. The Tenant did not attend the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord was advised that Rule 6.11 of the Residential Tenancy Branch (the “RTB”) Rules of Procedure (the “ROP”) prohibits the recording of dispute resolution hearings. The Landlord testified that she was not recording this dispute resolution hearing.

The Landlords personally served the Tenants with the Notice of Dispute Resolution Proceeding package and all evidence on November 5, 2021 (the “NoDRP package”). The Landlords provided form RTB#9 Proof of Service which confirmed proper service of the NoDRP package on both Tenants. I find the Tenants were served in accordance with Sections 88(a) and 89(1)(a) of the Act.

### Issues to be Decided

1. Are the Landlords entitled to an early termination of the rental unit and an Order of Possession?
2. Are the Landlords entitled to recovery of the application filing fee?

### Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The fixed term tenancy began on November 1, 2020 and ended on October 31, 2021. PT testified that she told the Tenants that due to the RCMP and city bylaw office notices they have received, that they would not be renewing the tenancy lease and that the Tenants had to move out. Monthly rent is \$2,000.00 payable on the first day of each month. A security deposit of \$1,000.00 was collected at the start of the tenancy and is still held by the Landlord. PT stated the Tenants have not paid November's rent.

PT testified that the Tenants have knocked down a wall inside the rental unit, making what was a 3-bedroom home, into a 2-bedroom home. The Tenants told the Landlords that they needed additional storage space, and the Landlords allowed them to use a storage unit at the back of the property. The Tenants broke into the storage unit and told the Landlords that the RCMP broke into the shed. The Tenants have changed the locks on the home without the Landlord's permission and added digital locks to the inside doors as well.

In June or July 2021, PT said a fire in an outdoor pit was so large that the city fire department was called.

RK testified that since November 2020, the rental home has been deemed a nuisance property. This kind of designation occurs when there are three or more calls made to the city bylaw office in regard to a property. RK stated this property has more than 30 calls attached to it. Since designated a nuisance property, each call out is subject to a \$1,330.25 nuisance abatement fee, the total outstanding is upwards of \$39,000.00. Fines have not been levied against the Landlords because, DB testified, the Landlords have fully cooperated with the RCMP and the city.

The RCMP and the city bylaw office have coordinated a Community Response Unit for nuisance properties. RK testified that the suspicious activities found linked to the property/tenants are theft incidents, possession of stolen property, fraud, dangerous operation of a motor vehicles, controlled substances violations and weapons possession.

PT testified that the Tenants have placed mobile vehicles, and wrecked vehicles on the property. A March 25, 2021 letter from the RCMP submitted into evidence, alerted the Landlords to serious criminal activity being carried out in the rental property. On July 21, 2021, the city bylaw office and the RCMP notified the Landlords that their property falls under the definition of a “nuisance property”. The notice disclosed that the property had received 25 calls for service in 8 months. PT said the police obtained a warrant to search the premises and retrieved stolen property from the rental unit. RK testified that the RCMP actually obtained two search warrants, both of which were executed on the property.

RK stated that the rental property is directly across the street from an elementary school. He also stated that the neighbourhood has four parks in close vicinity to the rental property and is heavily populated with families and children. RK reported there have been numerous incidents of vehicles fleeing police, and the vehicles are later found on the rental property. RK said he cannot say if this dangerous behaviour is the Tenants but does include people who are permitted on the residential property.

RK testified that illegal activities are conducted on the property. He stated that drug trafficking evidence was found there which has led to charges made against the Tenants or other occupants permitted on the premises. He also reported that someone on the property pointed a laser at police helicopters which is a violation of the *Aeronautics Act* and a violation ticket was issued against the Tenants or other occupants permitted on the premises. RK also stated the police have stopped numerous people linked to the property and have seized weapons, police radio jamming devices, and body armour, all of which are prohibited items to be held by non-authorized individuals.

RK said the RCMP know these Tenants and have dealt with them on other RTB files. The RCMP has serious concerns for public safety in regard to these Tenants.

## Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus, in this application, is on the landlord to prove, on a balance of probabilities, the grounds on which this application for an early end to tenancy were based. As this hearing was conducted pursuant to ROP 7.3, in the Tenants' absence, all PT and witnesses' testimony is undisputed.

In this matter, Section 56 of the Act is relevant:

- 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.*
- (3) *If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.*

I find all the evidence in this matter fully satisfies Section 56(2)(a) of the Act. The Tenants and other persons permitted on the residential property by the Tenants have caused significant interference and have unreasonably disturbed the Landlord. The activities described by the RCMP seriously jeopardize the health and safety or lawful right and interest of the Landlord. The activities also put the Landlord's property at risk and at risk of financial levies for city infractions.

I find the testimony provided by the RCMP establish that the Tenants or persons permitted on the premises by the Tenants are engaging in illegal activity on this rental property as noted in the evidence above which is egregious and has seriously jeopardized the lawful rights of the Landlord.

Based on all the testimony and evidence provided, I find that it would be unreasonable, or unfair to the Landlord of the residential property to wait for a notice to end the tenancy under Section 47 of the Act [landlord's notice: cause] to take effect.

I find the Landlord has satisfied me that an order to end this tenancy early is warranted and is entitled to an Order of Possession, which will be effective two (2) days after service on the Tenants.

In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to start this application, which I order may be deducted from the security deposit held pursuant to Section 72(2)(b) of the Act.

### Conclusion

The Landlord is granted an Order of Possession, which will be effective two (2) days after service on the Tenant. The Order of Possession may be filed in and enforced as an Order of the British Columbia Supreme Court.

The Landlord may deduct the \$100.00 application filing fee from the security deposit held by the Landlord.

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.

Dated: November 24, 2021

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Residential Tenancy Branch