



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

The Landlord applies for the early termination of the tenancy pursuant to s. 56 of the *Residential Tenancy Act* (the “Act”).

C.S. appeared as agent for the Landlord. The Tenant did not appear, nor did someone appear on their behalf. Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled. As the Tenant did not attend, the hearing was conducted in her absence as provided by Rule 7.3 of the Rules of Procedure.

C.S. affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. C.S. confirmed that he was not recording the hearing.

C.S. advises that the Landlord served the Notice of Dispute Resolution and initial evidence by posting it to the Tenant’s door and sending a registered mail package on December 23, 2021. I find that the Notice of Dispute Resolution and the Landlord’s initial evidence package was served in accordance with s. 89 of the *Act*. Pursuant to s. 90, I deem that the Tenant received the Notice of Dispute Resolution and initial evidence on December 26, 2021, which is three days after it was posted to the Tenant’s door.

Preliminary Issue – New and Relevant Evidence

C.S. advised that an additional evidence package was sent to the Tenant on January 12, 2022 by way of registered mail. C.S. indicated that the additional evidence was in relation to alleged incidents that occurred on December 31, 2021 and January 2, 2022, including a fire and reported shooting. The evidence includes news reports,

photographs, correspondence from the RCMP, and a letter from another occupant at the residential property.

Rule 10.3 of the Rules of Procedure provides that an applicant's evidence must be served within 1 day of receiving the Notice of Dispute Resolution. Pursuant to Rule 10.6, late evidence may be permitted if it is new and relevant. The incidents took place after the Landlord's evidence was served, thus making it new. The alleged fire and shooting at the residential property is directly relevant to the Landlord's application under s. 56. I find that the evidence provided by the Landlord is new and relevant and permit its inclusion into the record.

I find that the additional evidence was served in accordance with s. 89 of the *Act* by way of registered mail. Pursuant to s. 90 of the *Act*, I deem that the Tenant received the Landlord's additional evidence on January 17, 2022. I note that the Tenant had time to respond to the Landlord's additional evidence as they are permitted under Rule 10.5 to serve their response evidence up to two days before the hearing, which in this case would have been January 18, 2022. I find that there is no prejudice to the Tenant by including the additional evidence into the record as she had the opportunity to respond and failed to do so.

Issue(s) to be Decided

- 1) Whether the tenancy should be ended early and without a notice to end tenancy?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issue in dispute will be referenced in this decision.

C.S. advises that the Landlord recently purchased the rental unit and entered into a written tenancy agreement with the Tenant on March 5, 2021. The written tenancy agreement was put into evidence by the Landlord. C.S. was uncertain when the Tenant moved into the rental unit as the Tenant resided within the rental unit prior to the Landlord purchasing the rental unit. C.S. advises that rent is \$900.00 due on the first day of each month. C.S. is unaware of there being a security deposit or pet damage deposit and neither are noted within tenancy agreement.

C.S. says that the rental unit is an individual condominium townhouse, which is part of a multi-unit condominium complex in which there are two buildings with several townhouses in each building.

The Landlord seeks an early end to the tenancy on the basis of multiple incidents involving the RCMP at the rental unit. C.S. says that the Landlord has a video camera at the residential property showing multiple vehicles coming and going from the rental unit each day. C.S. is advised by the RCMP that the rental unit is being used in the sale and/or distribution of narcotics.

Various news reports have been provided by the Landlord. A press release from the RCMP dated December 8, 2021 relates to the seizure of weapons, money, fentanyl, methamphetamine, and cocaine. It appears the seizures took place on December 2, 2021. The RCMP officer involved with the local drug enforcement section provided the Landlord with a letter dated December 8, 2021 confirming that the searches were made to the subject rental unit and another rental unit at the same residential property.

The RCMP further provided a list of incidents in which the RCMP attended the rental unit, many of which appear to be related to the possession of narcotics and suspicious behaviour.

The Landlord further provides a series of letters from other occupants of the residential property advising of their concerns regarding the Tenant. C.S. indicated that there was a great deal of reluctance by the occupants to get involved as they are fearful of the Tenant.

A further news report of January 1, 2022 states that a fire took place at the residential property on December 31, 2021. The article indicates that the property had been subject to a previous bomb scare in October 2021 in relation to a propane tank device and that the incident on December 31, 2021 was in relation to a propane tank. It further mentions past incidents at the residential property included shootings in 2019 and 2018 and a fire bombing of a car in 2020.

A further article dated January 2, 2022 indicates that there was a shooting at the residential property. The Landlord provided photographs of the residential property showing bullet holes on the outside of the residential property.

In an email from another occupant of the residential property dated January 2, 2022, it states that the Tenant was making the other residents feel unsafe and mentions that 2 propane tanks were deliberately set on fire and exploded which caused damage to the side of the rental unit and further mentions the shooting on January 2, 2022.

Analysis

The Landlord applies for an early termination of the tenancy pursuant to s. 56 of the *Act*. A landlord may end a tenancy early under s. 56 where a tenant or a person permitted on the residential property by the tenant:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- put the landlord's property at 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; or
- caused extraordinary damage to the residential property,

These grounds, as set out in s. 56(2)(a), mirror those found within s. 47(1)(d) to (f). The key difference between these sections of the act is that under s. 56 no notice is given to end the tenancy on the basis that it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a one-month notice given under s. 47 to take effect.

Policy Guideline 51 sets out, at page 4, that applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. Policy Guideline 51 provides examples, including acts of assault, vandalism, production of illegal narcotics, and sexual harassment.

On a balance of probabilities, the Landlord has demonstrated that the Tenant is likely selling narcotics at the rental unit. I place significant weight on the confirmation from the RCMP on December 8, 2021 that the rental unit had been raided on December 2, 2021 and that items were seized from the rental unit. Based on the RCMP press release, the seized items appear to be related to the possession and sale of narcotics.

I am further satisfied that the Landlord has demonstrated that the other occupants of the rental unit have been unreasonably disturbed, that the Landlord's property has been put at significant risk, and that the Tenant's illegal activity is adversely affecting their quiet enjoyment, safety, and physical well-being. No less than 5 other occupants at the residential property have been willing to confirm that the Tenant is engaged in illegal activity that is endangering the other occupants.

I place significant weight on the email of January 2, 2022 from the occupant that confirms two propane bottles were deliberately exploded at the residential property and that on January 2, 2022 the rental unit was shot at. The Landlord has provided photographs of the bullet holes. I find that the Tenant's illegal activity has caused damage to the Landlord's property and places the other occupants at the residential property in significant risk. Though the Tenant may not have been responsible for the shooting itself, I find that the illegal activity of selling narcotics makes future incidents of this nature likely.

Given the seriousness of the incidents, in particular the shooting and the explosion of propane tanks, as well as the recent nature of the past two incident, it appears that matters are not subsiding, rather they appear to be escalating. I find that would be unreasonable and unfair to the building's occupants to wait for a notice to end tenancy to take effect due to the significant risks poses and the escalating nature of events.

Accordingly, the Landlord has demonstrated that an early end to the tenancy is warranted and they shall receive an order for possession.

Conclusion

The Landlord has demonstrated that an order for possession under s. 56 is warranted under the circumstances. The Tenant and any occupants shall provide vacant possession of the rental unit to the Landlord within **two (2) days** of being served with this order.

It is the Landlord's obligation to serve this order on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

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: January 20, 2022

Residential Tenancy Branch