



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On December 17, 2021, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

R.G. attended the hearing as an agent for the Landlord; however, neither Tenant attended the hearing at any point during the 18-minute teleconference. At the outset of the hearing, I informed R.G. that recording of the hearing was prohibited and he was reminded to refrain from doing so. He acknowledged this term, and he provided a solemn affirmation.

R.G. advised that he served each Tenant a Notice of Hearing and evidence package by posting them to the Tenants’ door on January 11 and 12, 2021 and he provided signed proof of service forms to corroborate service. Based on this undisputed evidence, I am satisfied that the Tenants were deemed to have received the Notice of Hearing and evidence packages three days after being posted. As such, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

R.G. advised that the most current tenancy started on November 30, 2019, that rent was established at \$910.00 per month, and that it was due on the first day of each month. A security deposit of \$437.50 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

He testified that there have been ongoing issues with the Tenants' conduct, or that of their guests. He submitted that there has been vandalism around the property, that there is significant damage in the rental unit, that there was a recent shooting related to the Tenants' guests, that a person associated with the Tenants attempted to burn down the property, and that there have been a number of police drug raids of the rental unit where the door is continually broken down. He stated that one of the Tenants was recently arrested and charges are pending.

He referenced a summary of serious police calls to the rental unit over the last year and the statements from a police officer to corroborate his allegations of the significance of the issues that are being dealt with. He also referenced an abundance of documentary evidence that demonstrated the severity of the Tenants' conduct. He advised that the Crown is considering seizing the Landlord's property due to the danger that the Tenants or their guests pose.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the

following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenants, or a person permitted on the residential property by the Tenants, have done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *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;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that 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, and*

it would be unreasonable, or unfair to the landlord, the tenant 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.

I find it important to note that the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. I also note that the threshold of evidence required to justify an early end of tenancy Application is much higher than that of an Application for an Order of Possession based on a One Month Notice to End Tenancy for Cause.

Given the consistent and undisputed evidence before me, considered in its totality, I find it more likely than not that the Tenants, and/or their guests, have acted in a manner that is intentional, hazardous, and malicious, and that they could pose a danger that would fall under all of the aforementioned categories.

The Landlord must also demonstrate that "it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to

end the tenancy under section 47 for cause” to take effect. Based on the consistent evidence and testimony of these troublesome past and current behaviors, I am satisfied that the Tenants will continue to behave in a manner that endangers lives and property. Should the tenancy resume in this manner, there is no doubt that there would be a genuine concern for the ongoing safety of the property, of any neighbours, or of any persons that may attend the rental unit or the property.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

As the Landlord was successful in this claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Pursuant to the offsetting provisions of Section 72 of the *Act*, I permit the Landlord to retain \$100.00 from the security deposit to satisfy this debt.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 28, 2022

Residential Tenancy Branch