



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an order ending the tenancy earlier than a notice to end the tenancy would take effect, and to obtain an Order of Possession.

The landlord attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call.

The landlord testified that the tenants were individually served with notice of this hearing by email on February 4, 2022 and has provided a copy of an Address for Service signed by both tenants and the landlord indicating that documents may be served at the email address of one of the tenants. The landlord has also provided proof of service to that email address, and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Has the landlord established that the tenancy should end without the necessity of serving a notice to end the tenancy because 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 to take effect?

Background and Evidence

The landlord testified that the rental unit was purchased by the landlord and possession date was January 31, 2022. A copy of the purchase agreement has been provided for this hearing.

The tenants and the previous owner entered into a tenancy agreement for month-to-month tenancy to begin on December 15, 2012, and the tenants still reside in the rental unit. Rent in the amount of \$750.00 is payable on the 1st day of each month, which has not been increased. At the outset of the tenancy the previous owner collected a security deposit and a pet damage deposit from the tenants in the amount of \$397.50 each, and both deposits are held in trust by the current landlord. The rental unit is half of a duplex, and the landlord does not reside on the property. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that there is a lot of activity going on in the back ally, and a lot of trade of drugs and vehicles or parts. Another person resides in the rental unit who is not named in the tenancy agreement, and is running a chop-shop on the property. A few other residences also contain vehicles and parts which appear to belong to him as well. The tenant had advised the landlord that he was living in the rental unit and sleeping on the couch, but isn't always there.

The additional occupant kicked in the front door and the tenant called the landlord. The landlord also spoke to police, and the tenant told the landlord that the occupant threatened to have the tenants evicted. Police escorted the additional occupant away.

On January 4, 2022 someone blew up a car across the back ally. The landlord went to see the tenants, one of whom said that the tenant was worried the occupant would be back and burn the place down.

Numerous complaints from neighbours have been received by the landlord, which include threats by the occupant, noise and commotions. Some say they can't sleep, and they're all moving out. The landlord is also frightened of the occupant. Numerous by-law fines have been issued for unsightly property, refuse on the property, too many vehicles on the property and noise disturbances. Copies have been provided for this hearing. Also provided is a letter from the City dated January 20, 2022 indicating that the Bylaw Unit in 2021 responded to 32 calls for service regarding activities and running a chop-shop business. It also states that since January 1, 2021 police attended to 16 calls to the rental unit. regarding noise, harassment, uttering threats, possession of stolen property, breach of probation, disturbances and other investigations.

Numerous photographs of the property and the basement have also been provided by the landlord for this hearing.

The landlord gave the tenants a letter dated January 13, 2022 advising the tenants that due to being in violation of municipal laws, the basement and yard of the rental unit must be cleaned out by January 22, 2022 and that the additional occupant must move out. On January 28, 2022 the landlord served the tenants with a One Month Notice to End Tenancy for Cause on January 28, 2022. A copy has not been provided for this hearing, however the landlord testified that it is dated January 27, 2022 and contains an effective date of vacancy of February 28, 2022. The reasons for issuing it were: The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, and breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The tenants did not serve the landlord with a Notice of Dispute Resolution Proceeding or any other documents, so the landlord does not believe the tenants disputed the Notice. However, the additional occupant has definitely not moved out.

Analysis

The *Residential Tenancy Act* states:

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.

In this case, considering the letter from the City and the By-law fines issued, and the photographs provided by the landlord, I am satisfied that the landlord has established the reasons set out in paragraphs 2 (a) (ii) and 2 (a) (iii), namely that the tenants or a person permitted on the property by the tenants has:

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and

(iii) put the landlord's property at significant risk.

I find that the landlord is entitled to an Order of Possession and that it would be unreasonable, or unfair to the landlord to wait for a notice to end the tenancy under Section 47 to take effect. I grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the landlord as against the tenants in that amount, and I order that the landlord be permitted to keep that amount from the security deposit or pet damage deposit, or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the landlord may keep that amount from the security deposit or pet damage deposit, or may otherwise recover it.

This order is final and binding and may be enforced.

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: February 22, 2022

Residential Tenancy Branch