



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Franco Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended the landlords, their agent, and legal counsel

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting them on the rental unit door on March 4, 2022 at 6:30 p.m. in accordance with Section 89 and that this service was witnessed by a third party. Section 90 of the *Act* deems documents served in such a manner to be received on the 3rd day after they have been posted.

I also note that because this hearing was scheduled as an Expedited Hearing, pursuant to Residential Tenancy Branch Rule of Procedure 10 the landlord was also required to serve the hearing documents in a manner they had indicated on their Application for Dispute Resolution. In this case the landlord had indicated they would serve the documents by posting them on the door of the rental unit.

Based on the testimony of the landlord, I find that tenant has been sufficiently served with the documents, in accordance with the requirements for an expedited hearing and pursuant to the *Act*.

At the outset of the hearing the landlord sought two amendments to their Application. First, the landlord confirmed that the male tenant named on the Application was no longer a tenant and his name should be removed. Second, the correct name of the landlord company name should include that it is a limited company. As there is no prejudice to the remaining tenant named, I amend the landlord's Application as requested.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 56, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on August 6, 2018 for an 11 month and 25 day fixed term tenancy that began on August 7, 2018 and converted to a month to month tenancy on August 1, 2019 for a monthly rent of \$875.00 due on the first of each month with a security deposit of \$437.50 paid.

The landlord also submitted that on Saturday, February 19, 2022 a shooting took place on the residential property and that the shooting involved two men in the tenant's rental unit. In support of this the landlord provided links to news articles regarding a shooting that occurred at the local area.

The landlord acknowledged that the news reports quoted the wrong street number but that the shooting actually occurred in the rental unit. The landlord provided photographic evidence of crime scene tape cordoning off areas of the residential property and in particular rental unit. I noted in one photograph a police car is also seen.

The landlord submitted that all of the other occupants in the residential property were required to leave the rental units when the police attended the property and they were not let back into their own homes for several hours. The landlord provided that as a result of these events and other recent activity regarding this tenant the other occupants of the residential property are fearful of living on the property.

The landlord also testified that the other occupants are so fearful of retaliation from the tenant or her guests, that none were prepared to provide any written statements or attend this hearing as a witness. The landlord also submits that they are not willing to rent out the currently vacant unit next door to the tenant because they do not want to endanger anyone else.

Analysis

Section 56(1) of the *Act* allows a landlord to seek 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 and an order of possession for the rental unit.

Section 56(2) outlines that such an order may be issued if:

- (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] to take effect.

Based on the undisputed testimony of the landlords and their agent, I am satisfied that the landlord has established a guest of the tenant has seriously jeopardized the health and safety of other occupants of the landlord and engaged in illegal activity that has adversely affected the security, safety and physical well-being of all of the other occupants of the residential property.

In addition, I am satisfied that due to the nature of the illegal activity it would be unreasonable and unfair to the other occupants of the residential property to wait for a notice to end tenancy issued under Section 47, One Month Notice to End Tenancy for Cause, to take effect.

Conclusion

Based on the above, I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$100.00** comprised of the filing fee paid by the landlord for this application. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 19, 2022

Residential Tenancy Branch