



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRYDON PROJECT YORKSON
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Tenants pose an immediate and severe risk to persons and/or property; and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord, A.L. ("Agent"), Counsel for the Landlord, D.M., ("Counsel"), an RCMP officer, D.B. ("Officer"), a Senior Bylaw Enforcement Officer, M.N. ("Bylaw Officer"), and a witness for the Landlord, S.M. ("Witness"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 40 minutes and was monitored throughout this time. The only persons to call into the hearing were those indicated above, who said they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were as indicated above.

I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Landlord and their witnesses were given the opportunity to provide their evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The

Witness testified that he served the Tenants with the Landlord's Application, Notice of Hearing documents, and evidence by posting these documents on the rental unit door on February 18, 2022. I find that the Landlord's Notice of Hearing documents and evidence was served to the Tenants in compliance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenants.

Preliminary and Procedural Matters

Counsel provided his email address for the Landlord in the Application, and he confirmed this in the hearing. Also, the Parties were able to give me the Tenants' email address in the hearing. They confirmed their understanding that the Decision would be emailed to both Parties and any Orders emailed to the appropriate Party.

I advised the hearing participants that they are not allowed to record the hearing, and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Landlord entitled to an early termination of the tenancy agreement, and an Order of Possession?
- Is the Landlord entitled to recovery of their \$100.00 Application filing fee?

Background and Evidence

The Agent confirmed that the tenancy began on November 22, 2021, with a monthly rent of \$3,200.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$1,600.00, and no pet damage deposit. The Agent confirmed that the Landlord still holds the Tenants' security deposit in full.

I asked Counsel why I should terminate the tenancy early, and give the Landlord an order of possession. He directed me to copies of newspaper clippings the Landlord submitted, which indicate that the occupants of this residential property were dealing in drugs, bullets, body armour, guns, fentanyl, cocaine, and had multiple semi-automatic weapons. He said that bags of drugs have been found and other drug paraphernalia.

Counsel referred me to the Officer, who described the following incidents involving the Tenants at the residential property The Officer said:

There was an incident on December 2, 2021, where the CFSEU [Combined Forces Special Enforcement Unit] was attempting to pull over a vehicle. It fled and they tracked it to the residence with the help of a police helicopter. The occupants left the vehicle and fled into the house. [The CFSEU] initiated a high-risk take down. They got people out of the house. They found shot gun shells, bulk fentanyl, bulk crack cocaine, shot guns, an RCMP jacket, a Corrections jacket. This is still under investigation

On January 25, 2022, at 1 15 a.m. reports of shots fired were called to the RCMP. Shots were fired from a vehicle. The RCMP attended and a lot of police officers were there. They spoke to witnesses. Two males involved in the shooting were standing in the driveway, and they fled when shots were fired. Serious Crimes are still sorting out this incident.

That led to January 27, 2022, and CFSEU were again doing routine gang enforcement. At 7:00 in the evening, a male hanging around that driveway was found with 10 grams of meth and a black air pistol that shoots BBs and looks very real.

The Officer also pointed out that the residential property is situated next to a new elementary school. He said:

During the investigations, there is clearly yellow crime scene tape in the area. Elementary kids and their parents were seeing numerous emergency vehicles and yellow tape up. [The Tenants] are dealing drugs and have serious fire arms next to this elementary school.

The Bylaw Officer spoke next, saying:

We have been dealing with this property since the shooting incident. We entered the property, because the Township has received numerous complaints about the condition of property and active nuisance complaints.

Regarding the condition of the property, there have been numerous inspections by the Township. There is rubbish and household chattels lying around. As for our investigation, we have issued numerous notices to the Tenants and the Landlord re the condition of the property. The condition is contrary to the [Township] bylaw.

We attended the property on February 16, [2022], with the RCMP and we found that there is no progress or intent to clean up the property. Bicycles, derelict cars....

Regarding the nuisance calls, the [Township] is very concerned about the incidents at the property, responded to by the RCMP and the Township. There is no steps taken by the Tenants to resolve this.

I can add that I've drafted a letter to the Tenants and those in occupation, that the squatters are not Tenants of this property. The Witness [S.M.] brought that letter to the premises. He can confirm that the property is still occupied. They have not responded to the letters.

The Witness then testified. He said:

I conducted an inspection on February 5, [2022], and had to have the RCMP attend. They weren't allowing us access. We banged on the door, the RCMP banged on the door, and we announced ourselves. We had to go through a back window. We found that the back door had been barricaded with the inside door had locks, and people in the room. This was a big concern for safety – if a fire or another assault happened - these people were cornered there where we found them.

I didn't find the Tenant that day. There are several people in there known by the police who were residing there.

The elementary school is 100 feet away to the right. The people there have no concerns about the school or the children.

The Bylaw Officer added:

We have received numerous phone calls from the neighbourhood for these incidents or the condition of the property, and the ongoing criminal aspect and public safety aspect. We continue to receive emails from the neighbours. This is our ongoing, active file.

He listed two specific bylaws that the Tenants breach on an ongoing basis, which I have not cited for access to information protection of privacy reasons.

The [RCMP] Officer also said:

There are four different, active RCMP 2022 files for this property. These pertain to:

- Drugs and weapons;
- Fire arms;
- Bylaw infractions; and
- Robbery and weapons.

Counsel encouraged me to look at the pictures and newspaper articles they submitted to see the material and the quantities of weapons at the premises.

I asked Counsel why it would be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a One Month Notice to End the Tenancy for Cause to take effect. He said:

The severity of the infractions, the pictures, the quantities of drugs and munitions, and RCMP property that had been found there. The quantity of drugs. And because it is next to an elementary school. There have been repeated calls to the Municipality to report nuisance and safety concerns.

The Witness noted that it takes months to get a hearing for a One Month Notice, which further slows the resolution of this situation.

The Officer said:

It's ongoing – a week or two ago I investigated as part of a gang project. We hit up this area and this property and it's not stopping. There are suspicious vehicles and suspicious people hanging out in front.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end a tenancy early under section 56 of the Act, a landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and documentary evidence of the Landlord, I find that they have met this burden.

Based on the evidence before me overall, I accept the Landlord's undisputed evidence that the Tenants pose an immediate and severe risk to persons and/or property in the residential property, as well as the surrounding neighbourhood, including the elementary school. I find that the Tenants could or should have anticipated that their behaviours would cause the Landlord's property, and other occupants, to be put at significant risk.

I accept the Landlord's undisputed evidence that the risk of allowing the Tenants to continue the tenancy would put other tenants, neighbours, and the Landlord's property at significant risk. Due to these conclusions, therefore, I am satisfied that it would be unreasonable and unfair to the Landlord to wait for the One Month Notice to End Tenancy for Cause to take effect. I find that without an early end to the tenancy, persons and property are at significant risk.

I therefore confirm the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. I grant the Landlord an **Order of Possession** of the rental unit, which will be **effective two days after it is deemed served on the Tenants**, pursuant to sections 56 and 90 of the Act.

I also confirm the Landlord's claim for recovery of the \$100.00 Application filing fee. I award the Landlord with recovery of the this fee from the Tenants, pursuant to section 72 of the Act. Further, I authorize the Landlord to deduct **\$100.00** from the Tenants' security deposit in full satisfaction of this monetary award.

Conclusion

The Landlord's Application is successful, as they provided sufficient evidence on a balance of probabilities to establish that the Tenants pose an immediate and severe risk to persons and/or property in the residential property, and the surrounding neighbourhood.

Pursuant to section 56 of the Act, I grant an **Order of Possession** of the rental unit to the Landlord effective **two days after service of this Order** on the Tenants. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible.

Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord is awarded recovery of their **\$100.00** Application filing fee from the Tenants, pursuant to section 72 of the Act. I authorize the Landlord to retain \$100.00 from the Tenants' \$1,600.00 security deposit, in complete satisfaction of this award.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 21, 2022

Residential Tenancy Branch