



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 pursuant to section 56 of the Act, and to recover the cost of their filing fee.

The Landlord appeared at the teleconference hearing and gave affirmed testimony, but no one attended on behalf of the Tenant. The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

I explained the hearing process to the Landlord and gave him an opportunity to ask questions about it. During the hearing the Landlord was given the opportunity to provide his 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 Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenant with the Notice of Hearing documents by having his nephew attach them to the rental unit door on March 12, 2022, one day after the Landlord received the Notice of Hearing package from the RTB. The Landlord submitted a proof of service notice, as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenant.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and he confirmed his address in the hearing. He also confirmed his understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

I also advised the Landlord that he was not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlord be granted an early end to the tenancy and an order of possession for this rental unit?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Landlord confirmed that the tenancy began on March 17, 2021, with a monthly rent of \$1,000.00, due on the first day of each month. The Landlord said that the Tenant did not paid him a security deposit, nor a pet damage deposit. The Landlord said that the Tenant started living in the rental unit to help take care of the Landlord's brother, who was very sick. However, when the brother died, the Tenant remained living there and paid a monthly rent to help contribute to the Landlord's costs.

The Landlord said that he did not have a tenancy agreement with the Tenant; however, I note that the definition of "tenancy agreement" in the Act is:

"tenancy agreement" means an agreement, whether written or oral, express, or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

Based on the evidence before me overall, I find that an implied tenancy exists between the Landlord and this Tenant.

I then asked the Landlord why he seeks an early end to this tenancy and an order of possession of the rental unit. In the hearing, the Landlord said:

I'm scared of what's going to happen to the property with the type of people

staying there. And we're close to a multi-story apartment complex, which is directly behind the property. The police raided the house and found both drugs and weapons. The weapons are there to protect the drugs. So, if there's any battle between drug dealers - if there 's gunfire - that's going to affect the two properties bordering my property and the housing behind.

They have garbage everywhere, the door was blown off, windows smashed, and that's likely to happen again.

The Landlord submitted photographs of the damaged front door, after the police had to smash it open. The Landlord also submitted a copy of a newspaper article dated January 17, 2022, which includes the following:

In a media release, the Combined Forces Special Enforcement Unit of British Columbia (CFSEU-BC) noted the complex investigation has resulted in the arrest of several people, the execution of numerous search warrants and the seizure of illegal drugs and firearms.

The Landlord said that the residential property was one of the four properties searched in this investigation.

Analysis

In order to establish grounds to end the tenancy early under section 56 of the Act, the 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 evidentiary submissions of the Landlord, I find that he has met that burden.

I accept the Landlord's undisputed evidence that the Tenant or someone she has allowed on the property to have significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property, as the Tenant has participated in and/or allowed others to participate in criminal activity in the residential property.

I find the Landlord submitted sufficient evidence to find that the Tenant, or a person permitted on the property by the Tenant, seriously jeopardized the health or safety or lawful right of another occupant or the Landlord, and put the Landlord's property at significant risk. I find such activities, along with the police targeting this property in an

extensive investigation regarding drugs and firearms in the area, warrants an early termination of the tenancy and an Order of Possession for the Landlord.

Due to these conclusions, I therefore find that the Landlord has proven that the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord, as well as put the Landlord's property at significant risk.

Given the evidence before me overall, I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for the One Month Notice to End Tenancy to take effect, as I find without it, they are less likely to be able to preserve their property.

I, therefore, agree with the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act, and I grant the Landlord an **Order of Possession effective two days after service** on the Tenant is effected.

I also award the Landlord with recovery the \$100.00 Application filing fee, pursuant to section 72 of the Act. The Landlord is granted a Monetary Order for **\$100.00** for recovery of the Application filing fee from the Tenant, pursuant to sections 72 and 67 of the Act.

Conclusion

The Landlord's Application is successful, as the Landlord provided sufficient evidence to establish his right to end the tenancy early, pursuant to section 56 of the Act. I also award the Landlord recovery of the \$100.00 Application filing fee from the Tenant.

Pursuant to section 55 of the Act, I grant an **Order of Possession** to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible.

Should the Tenant 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.

I grant the Landlord a Monetary Order under sections 67 and 72 of the Act from the Tenant in the amount of **\$100.00**. This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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: April 12, 2022

Residential Tenancy Branch