



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the landlord applied on May 19, 2022 to end a tenancy early, pursuant to section 56 of the Act.

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Those in attendance were affirmed and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Notice of Dispute Resolution Proceeding (NDRP) was made available to the landlord on May 20, 2022. For a hearing date that is between six and 11 days after the date the application is made, the [Directors Standing Order on Service](#) requires a party to serve their materials in one of the following three ways: by leaving a copy with the person; if the person is a landlord, by leaving a copy with an agent of the landlord; or, if the person is a tenant, by leaving a copy at the tenant's residence with an adult who apparently resides with the tenant.

The landlord testified that the NDRP and his evidence was posted to the door of the rental unit by a third party on May 20, 2022, and that the landlord himself left a second package of the documents at the tenant's door later the same day. The landlord submitted as evidence a proof of service form signed by a witness, and a photo of the posted documents. I accept the landlord's testimony that the tenant confirmed by phone with the landlord that she had received the document package, and I do not accept as credible the tenant's statement that she did not receive the landlord's evidence. I find the tenant sufficiently served with the NDRP and the supporting evidence on May 20, 2021, pursuant to section 71 of the Act.

The tenant did not submit responsive evidence to the Residential Tenancy Branch, and testified she did not serve responsive evidence on the landlord as she did not have the landlord's email address. I advised the tenant that the Address for Service of Documents for the landlord was on page 2 of the NDRP.

### Issues to be Decided

- 1) Is the landlord entitled to an early end of tenancy and an order of possession?
- 2) Is the landlord entitled to the filing fee?

### Background and Evidence

The landlord testified he closed on the purchase of the rental unit at the end of March 2022, and was told by the previous owner that the original tenant had left.

The parties agreed on the following facts. The landlord visited the rental property on April 1, 2022 and established a verbal tenancy agreement with the tenant, who paid him the rent for April 2022, the first month of the tenancy. Rent is \$2,300.00 a month, due on the first of the month. The tenant did not pay a security deposit or pet damage deposit.

The landlord testified that on April 30, 2022 he got a call from a neighbour of the rental unit, who said there was a violent incident at the rental property, in which two people were badly beaten with a baseball bat because a deal over a "restricted substance" had gone bad, and police attended. The landlord later learned that the incident took place at 8:30 a.m. and that someone was also bear sprayed. The landlord testified that the neighbours were scared, especially as they have kids.

The landlord testified that "illegal activities" are taking place at the rental property. He said his information source was a police constable, who advised him that the April 30 incident was connected with "the illegal distribution of narcotics."

The landlord testified that at 3:08 p.m. on Friday May 27, 2022 he received another text from one of the neighbours of the rental property, stating that something bad happened again, and that the police were again at the property, but as of the May 30 hearing the landlord had no further information.

In his application, the landlord submitted that there have been additional violent incidents at the home since the April 30 incident, “involving beating,” but did not provide related testimony.

The landlord submitted as evidence an email, dated May 18, 2022, from one of the neighbours, which includes: “The tenants next door are becoming a real problem. There is a lot of violence and noise. One person got attacked with a baseball bat.”

The landlord submitted that he has “nothing against these people,” referring to the tenant and the occupants, and that the only reason he brought the claim is due to complaints from the neighbours.

The tenant asked occupant JW to provide testimony, as he was present for the April 30, 2022 incident. JW testified that the incident was a break and enter, and an attack on him, no charges were laid on anyone in the residence, and that the incident was not related to drugs. JW testified that there is no drug distribution taking place on the rental property. JW testified that he and his girlfriend were the only ones home at the time of the incident, that he heard yelling, went to the front entrance to investigate, was bear sprayed, then could not see. JW testified that he was later assisted by police and paramedics. JW testified that the assault in which the people were beaten took place outside, and that he did not know who that involved or why that assault occurred.

JW testified that police have frequently attended the rental unit because he was assaulted in the April 30 incident, and because he has curfew checks three to four times a week.

The tenant testified that while living in the rental unit she had curfew checks too, which have now finished.

JW testified that he is now on house arrest, and that it was unlikely that a judge would put him under house arrest at a location known for drug distribution as it would be a danger to his rehabilitation, putting him in a high-risk situation.

## Analysis

The landlord has applied to end the tenancy early, pursuant to section 56 of the Act.

Section 56(2) states (emphasis added):

(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.

Residential Tenancy [Policy Guideline 51. Expedited Hearings](#) states that the expedited hearing process has been established for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit.

The landlord has testified that the neighbours of the rental unit have complained about noise and violence, and submitted as evidence an email from one of the neighbours.

The landlord testified that he was told by a police constable that the April 30, 2022

incident in which two people were badly beaten was the result of a narcotics deal gone bad, but did not call the officer as a witness. The landlord has also testified that he has “nothing against” the tenant and occupants, and that the only reason he applied for an early end of tenancy is because of complaints from the neighbours.

As the landlord has provided insufficient evidence to prove that, on a balance of probabilities, that there is an imminent danger to the health, safety, or security of the landlord or the tenant, I do not find it would be unreasonable for the landlord to wait for a One Month Notice to End Tenancy for Cause to take effect.

Therefore, I dismiss the landlord’s application for an early end of tenancy, pursuant to section 56 of the Act.

As the landlord is unsuccessful in his claim, I decline to award him the filing fee.

In closing, I bring the attention of the parties to section 13(1) of the Act, which states that a landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

### Conclusion

The landlord’s application is dismissed; the tenancy will continue until it is ended in accordance with the Act.

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: May 31, 2022

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Residential Tenancy Branch