



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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A matter regarding KANG PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code: ET

Introduction

The landlord seeks an order to end a tenancy and an order of possession pursuant to section 56 of the *Residential Tenancy Act* (“Act”).

A dispute resolution hearing was convened by teleconference on June 3, 2022. Appearing for the corporate landlord was an agent (hereafter “landlord” for brevity) and the owner. Neither tenant appeared at the hearing.

Procedural Issue: Service of Notice of Dispute Resolution Proceeding

The landlord testified under oath that they served the Notice of Dispute Resolution Proceeding on each of the two tenants by Canada Post registered mail on April 27, 2022 at 6:20 PM. Tracking numbers for both packages were available, but not read into evidence. The landlord also testified that they served a second package of evidence, which contained video evidence, by being dropped off in person by the landlord. A proof of service document was also provided.

Based on the above, it is my finding that the landlord served the tenant with the required documentation, in compliance with the Act and the *Rules of Procedure*, necessary for the tenants to participate in the dispute resolution process and the hearing.

Issue

Is the landlord entitled to orders under section 56 of the Act?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issue of this dispute, and to explain the decision, is reproduced below.

The tenancy began in 2017 and monthly rent is \$914.00. The tenants' rental unit is located within a two-storey, twenty-four-rental unit residential building. There are many occupants in the building, including families with children.

The landlord gave evidence that they seek orders under section 56 of the Act for four primary reasons:

(1) the tenants have caused extensive damage to the property, including kicking in walls, and the tenants have prevented the landlord's vendors from entering the property to repair water leaks which have led to mold and a carpenter ant infestation;

(2) it is "very obvious" that the tenants have permitted the rental unit to become a "flop house"; there appears to be four-hour shifts around the clock, which has resulted in non-occupant, non-tenant third parties coming and going at all hours of the day and night. While there is no direct evidence of illicit drug use, the landlord testified that a lot of drug paraphernalia is being found around the building; this is likely from the individuals who are flopping;

(3) there has been an increase in movement of various goods and items being brought into the back of the property, much of it dismantled, some of it being apparently sold or thrown into the garbage—not unlike what would characterize a "chop shop" in which stolen party is sold off; and

(4) on May 15, 2022, there was a specific incident (which has occurred many times previously) in which the tenants were seen throwing items off of, or from, the second floor on to the ground below. These actions have created a serious hazard to others on the property. One of the tenants' neighbours took a video of the incident.

In respect of why the landlord applied for orders under section 56 of the Act versus issuing a *One Month Notice to End Tenancy for Cause*, the landlord testified that they need to be able to get vendors into the property as soon as possible to deal with the leak and the mold and ant infestation. This needs to occur to protect the property.

Submitted into evidence in support of the landlord's application were numerous photographs of the tenants' activities both inside and outside the residential property, documentary evidence referring to assaults and confrontations by the tenants to others on the property, police file numbers, photographs of the property damage, and two written testimonies from other tenants in the residential property.

Analysis

The landlord's application is made under section 56(1) of the Act, which states that

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.

Section 56(2)(a) and (b) of the Act states that one or more must have occurred:

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.

In this case, the oral and documentary evidence persuades me to find that the tenants have (1) significantly interfered with and unreasonably disturbed other occupants of the residential property, (2) seriously jeopardized the health and safety and lawful right and interest of the landlord and occupants of the residential property, (3) put the landlord's property at significant risk (specifically through their negligence in not dealing with a water leak and by their wilful conduct in preventing vendors from accessing the property), and (4) caused extraordinary damage to the residential property.

Further, given the egregious nature and frequency with which the tenants have engaged in the above-noted activities, I am persuaded that it would be unreasonable and unfair to the landlord and the other occupants to have to wait for a notice issued under section 47 of the Act (that is, a *One Month Notice to End Tenancy for Cause*).

Taking into consideration all the undisputed evidence before me, it is my finding that the landlord has proven, on a balance of probabilities, that they are entitled to orders under section 56 of the Act.

Thus, pursuant to section 56(1)(a) of the Act, it is my order that this tenancy is ended effective immediately. Pursuant to section 56(1)(b) of the Act the landlord is granted an order of possession of the rental unit. A copy of the order of possession is issued in conjunction with this decision to the landlord.

Conclusion

For the reasons given above, the landlord's application is hereby **GRANTED**.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 3, 2022

Residential Tenancy Branch