



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES 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 people and property; and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord, R.M. ("Agent"), 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 15 minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, 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 Agent.

I explained the hearing process to the Agent and gave him an opportunity to ask questions about it. During the hearing the Agent 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 Tenants 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 Agent testified that he served the Tenants with the Notice of Hearing documents by posting them on the rental unit door on June 8, 2022. I find that the Tenants were 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 Agent in the absence of the Tenants.

Preliminary and Procedural Matters

The Agent provided the Landlord's email address in the Application and he provided the Tenants' email addresses 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.

At the outset of the hearing, I advised the Agent that he was not allowed to record the hearing and that anyone who was recording it was required to stop immediately. The Agent affirmed that he was not recording the hearing.

Issue(s) to be Decided

- Is the Landlord entitled to an early termination of the tenancy and an order of possession of the rental unit?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Agent confirmed that the fixed-term tenancy began on December 15, 2021, with a monthly rent of \$800.00, due on the first day of each month. The Agent confirmed that the Tenants paid the Landlord a security deposit of \$400.00, and a pet damage deposit of \$400.00. The Agent confirmed that the Landlord still holds these deposits in full.

The One Month Notice was signed and dated May 27, 2022, it has the rental unit address, it was served by posting it on the rental unit door on May 27, 2022, with an effective vacancy date of June 27, 2022, which is automatically corrected by the Act to June 30, 2022. The Agent confirmed that the One Month Notice was served on the following grounds:

- the Tenants or a person permitted on the property by the Tenants have:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord; and
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- engaged in illegal activity that has, or is likely to:

- adversely affect the quiet enjoyment, security, safety, or physical well-being of another occupant; and
- jeopardized a lawful right or interest of another occupant or the landlord.

In the hearing, I asked the Agent why the Landlord needs an early termination of the tenancy and an order of possession, rather than waiting for the One Month Notice to take effect. The Agent told me the following about this tenancy. He said:

This is from the neighbours' reports. [The Tenants] are loud and there is obvious drug use. People are coming in and out of the unit that show the effect of drugs and alcohol, and again, this is legal and illegal. And simply, the people that are in the building are complaining of homeless people defecating in the common areas, and it's connected to this the tenancy. They're being somehow acquainted with them or as a place to find the drugs or engage with each other in that space.

So, the times and difficulty here is that I enquire about receiving the details of the police report, but I haven't been able to receive that, but it is connected to one of these occurrences. This is why we are seeking to have these Tenants evicted.

In addition to this, from that point on, after the initial One Month Notice, I don't have the date, but we conducted an inspection, which is why we were able to provide the pictures of the interior, and simply, there are other untidiness that may cause fire, etc. It is irresponsible behaviour that endangers others in the unit. We have to find a way to mitigate this situation.

We don't know what dangerous situation may happen. We need the order to enter as soon as possible, to prevent any incidents that could endanger others in the building.

The Agent also said that as of a recent inspection of the rental unit, it appears that the Tenants may have abandoned the unit. He said that a window of the unit has been breached, and the door unlocked, such that other people have been coming and going from the rental unit. The Agent also discovered the condition in which the rental unit was left by the Tenants, who, he said, may or may not still be coming and going from the unit. He also provided me with a police file number about the Tenants; however, he was unable to obtain this report, given the short timelines for the Application and hearing.

The Agent submitted an email communication he had from another agent, which states:

We have had several complaints of homeless people going in and out of the far corner window in the unit, that is why we did the condition inspection, once I went in, I saw garbage everywhere, sheets covering heaters and in the far left room was 2 people using illegal substances.

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 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 of the Agent, I find that they have met that burden.

I accept the Landlord's undisputed evidence that the Tenants or someone they have allowed on the property to have significantly interfered with or unreasonably disturbed other occupants and the Landlord of the residential property.

I find the Landlord submitted sufficient evidence that the Tenants, or persons allowed on the property by the Tenant to have been in and around the residential property while affected by drugs and/or alcohol. I also find that some have put the property and the health of other tenants at risk by defecating in the common area(s) of the residential property.

I find such activities, along with police having to be called to the residential property because of this unit would cause the Landlord, and other tenants to be unreasonably disturbed.

Due to these conclusions, I therefore find that the Landlord has proven that the Tenant has significantly interfered with or unreasonably disturbed other occupants and the Landlord, as well as put the Landlord's property at risk.

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 and protect the other tenants or occupants of the residential property.

I therefore grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act, as well as their request to recover the \$100.00 Application filing fee, pursuant to section 72 of the Act. The Landlord is authorized to retain \$100.00 from the Tenants' \$400.00 security deposit in complete satisfaction of this award.

Conclusion

The Landlord is successful in their Application, as they provided sufficient evidence to prove the grounds for ending a tenancy early, pursuant to section 55 of the Act. The Landlord is also awarded recovery of the \$100.00 Application filing fee from the Tenants. The Landlord is authorized to retain **\$100.00** from the Tenants' \$400.00 security deposit in complete satisfaction of this award.

Pursuant to section 55 of the Act, I grant the Landlord an **Order of Possession**, 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.

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: June 23, 2022

Residential Tenancy Branch