



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      **ET**

### Introduction

This is an application by the landlord to end the tenancy early by way of an expedited hearing and seeking;

- an order of possession for the subject residential property

The landlord attended the hearing represented by agents JJ and ER. The tenant MW also attended. All parties present were given a full opportunity to be heard, to present their sworn testimony and to make submissions under oath.

The hearing was conducted by conference call. The parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The landlord advised that the dispute notice and evidence package was served on the tenant on October 22, 2022. The package was taken to the door of the rental unit, and which point a person in the residence, identified by the landlord as the tenant's daughter accepted and signed for the package. The person appeared to be over 19 years old. The landlord produced in evidence photos of the tenant's daughter accepting and signing for the package. I find that service is in accordance with sections 88 and 89 of the Act.

### Issue(s) to be Decided

1. Is the landlord entitled to an order ending the tenancy early?

### Background and Evidence

The tenancy began on April 1, 2013, on a month-to-month basis. Rent was \$558.00 per month, and no security or pet deposits were paid. The tenant still occupies the residence.

The landlord outlined ongoing issues with the tenant starting in 2016. There were complaints from the neighbours over the years regarding debris and garbage in the yard, the home being in a state of disrepair, and numerous people coming and going from the residence who were not tenants. The regional district also complained in writing about bylaw infractions at the rental property. On a number of occasions, the tenant complied with the warnings issued by the landlord and cleaned up the property.

The landlord also stated that the RCMP have attended at the rental property several times for stolen property investigations, and in August of 2022 the tenant's daughter was shot at the rental property. The person who shot the tenant's daughter was not a resident of the rental property, however the tenant's daughter was living there at the time. The neighbours near the rental property complained to the landlord after the August, 2022 shooting about the activity at the rental property and gave the landlord a petition signed by the neighbours, asking the landlord to evict the tenant. The neighbours have also raised concerns about alleged drug deals happening at the rental property given the amount of people attending at the property.

The tenant was issued a One Month Notice to End Tenancy for Cause ("One Month Notice") on August 8, 2022, after the shooting occurred. The tenant did not vacate the rental property on September 30, 2022, which was the effective date of the One Month Notice. The landlord made an application for an expedited hearing to end the tenancy as the neighbouring homeowners are frustrated with what they believe to be serious ongoing issues at the rental property.

The tenant stated that her daughter and granddaughter also lived at the rental property and were living there at the time of the shooting, but they currently don't live there and the tenant lives alone. The tenant denies any drug dealing is happening at the rental property. She also says efforts have been made to clean up the property.

The tenant stated that the person who shot her daughter is unknown and was not an occupant of the rental property. The RCMP have attended at the residence in relation to stolen property investigations, but they have not found any stolen property on the subject rental property.

The photographs produced in evidence by the landlord show that the rental unit is a single house located on a parcel of land. The landlord based their request for an early end to the tenancy largely on the neighbours' complaints.

### Analysis

Section 56(2) of the Act sets out the reasons that the landlord can end a tenancy early:

(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.

RTB Policy Guideline 51 states in part:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence.

Based on the evidence I find that the landlord has not met their onus to establish the need to end the tenancy on an expedited basis. The landlord must establish that the tenant has done one of the things enumerated in section 56(1) **and** that it would be unreasonable or unfair to wait for a notice to end tenancy under section 47 of the Act. I note that there is an One Month Notice with an effective date of September 30, 2022 still outstanding. The people affected in section 56 must be “occupants of the residential property”. Residential property is defined in section 1 of the Act:

**"residential property"** means

- (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,
- (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
- (c) the rental unit and common areas, and
- (d) any other structure located on the parcel or parcels;

There is no evidence before me to suggest it is part of a strata with common property shared with other occupants. The complaints are coming from persons occupying neighbouring land and are not occupants of the residential property.

I find that the landlord has not satisfied the requirements of section 56 of the Act. The landlord's application to end the tenancy on an expedited basis is dismissed.

Although the One Month Notice was provided as part of the landlord's evidence package, it was not the subject of this hearing and I make no findings in respect of the One Month Notice.

Conclusion

The landlord's application is dismissed. The tenancy shall 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: November 14, 2022

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Residential Tenancy Branch