



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing convened to deal with the landlords' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlords applied for an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act and recovery of the cost of the filing fee.

The landlord, the landlord's agent/daughter, and the tenants attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. The tenants confirmed receipt of the landlords' application with evidence. The tenants also said they did not file evidence as they intended to use the landlords' evidence.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Are the landlords entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession of the rental unit and recovery of the filing fee?

Background and Evidence

The evidence taken at the hearing shows that the tenancy began with tenant, WM, earlier and the tenant, KC, moved into the rental unit on July 1, 2022. The rental unit is located on the 9<sup>th</sup> floor of a 22-floor, 167 unit condo building.

In their application, the landlords wrote the following:

*Tenants are making the entire building feel unsafe. They have an illegal business operating out of the unit- customers going in many times per day and stealing mail/packages, food deliveries as they leave (caught on video). These tenants leave doors open so that customers gain access, which is a huge security breach and makes everyone in this downtown building feel unsafe as doors aren't secured. Police/SWAT team has attended numerous times. Guests of unit have assaulted people in lobby to get in.*

[Reproduced as written]

The agent submitted that they are receiving phone calls from the building manager and the strata everyday about the tenants and their guests. The tenants have wedged open the access doors allowing access to anyone off the streets. This has compromised the safety of all the residents. The agent submitted that the police were called to the residential property two times in one day, on September 26, 2022.

The agent submitted that guests of the tenants have forced their way into the residential property, and one assaulted another tenant. The agent said the video evidence shows guests of the tenants waiting by the door to gain unauthorized access to the building. The agent submitted that the residents in the building are scared for their safety and afraid to order goods, as their packages are being stolen by guests of the tenants.

The agent said that after a police incident, they made an appointment with the tenants and upon arrival, the tenants declined to keep the appointment. However, the tenants did open the door and the agent observed drug paraphernalia inside the rental unit along with the guest involved in the physical altercation who caused the police to be called to the property.

The agent submitted the buzzer log showing an unusual amount of people being let into the building by the tenants.

Evidence filed by the landlords are videos and stills from the security camera system, for the lobby, mail room, and elevator, the buzzer logs, 13 incident reports, a letter from the building manager expressing his fears for his own safety and incident reports with police file numbers.

In response, the tenant, KC, said she has been residing in the rental unit since July 1, 2022, paying full rent and the landlords have not provided her a fob for access to the building or elevators. The tenant said there would be a large number of buzzer entries showing for their rental unit as that is the only way she has access to the building. The tenant said that the strata will not provide her with a fob and the other tenant is not always available to let her into the building. For this reason, the tenant said that she has had to create her own access, confirming that when she or a friend need access, the tenant will put tape over the fire escape door locks leading to the stairwell and access points.

The tenant testified that there was only one incident of a stolen item from one of their guests, and as soon as they knew about it, they went to their neighbour's door, apologized and paid the resident the value of the stolen item. They denied any other theft of packages by their guests.

Tenant WM testified that they have never been approached by the building manager and have never received any written notices for any alleged issues. WM said they just want access to the building and the elevator so they can access their rental unit. WM said that although he has a fob for entering the building and elevator, the fob has been de-activated for the building amenities.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

**Application for order ending tenancy early**

**56(1)** A landlord may make an application for dispute resolution to request an order

- (a) 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) granting the landlord an order of possession in respect of the rental unit.

(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.**

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

[Emphasis added]

I have reviewed the video and photographic evidence and I find the landlord's evidence shows a consistent pattern of visitors being buzzed into the building by the tenants or visiting the tenants who then later on, exit the rental unit or other points and head to the mail room, stealing packages left there from other tenants. The evidence was shown in a series of incident reports, with dates, times, and details, by the building manager. I find these reports credible and consistent and backed by video evidence, also filed in evidence. The video evidence and an incident report also shows that a guest of the tenants entered the building uninvited and initiating an assault with another resident who tried to block the guest's access to the building. The tenants did not challenge these reports or videos.

Taken alone, I find this evidence is sufficient to establish cause to end this tenancy early. To further support the landlord's application was evidence taken directly from the testimony of tenant KC.

KC confirmed that she has created her own access to the building by taping the door locks to the fire escape and other access doors to keep them from locking when she or a guest wants to exit and enter the building. The tenant excuses this by saying she was not provided a door fob by the landlord or strata council. However, the tenant has not yet filed an application for dispute resolution against the landlord seeking access to the rental unit and building.

I find that taping the locks in the unopen position to access doors and fire escape doors puts the safety of all other residents of the building at extreme and significant risk and is in violation of fire safety codes. This leaves the building unsecured from any intruders. As well, I find one of the purposes of having locked fire escape doors is to help a fire from spreading throughout the building.

Based on the totality of the evidence, and on a balance of probabilities, I find I am satisfied that tenants or persons permitted on the property by the tenants seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant and put the landlord's property at significant risk.

I am also satisfied that it would be unreasonable and unfair to the landlord to wait for a notice to end tenancy under section 47 of the Act.

Therefore, pursuant to section 56 of the Act, I grant the landlord an order of possession for the rental unit effective not later than **two (2) days** after service on the tenants. I find the tenancy ended the date of this hearing, October 31, 2022, pursuant to sections 56 and 62(3) of the Act.

Should the tenants fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenants are advised that costs of such enforcement, **such as bailiff fees**, are subject to recovery from the tenants.

I also grant the landlord recovery of their filing fee of \$100, pursuant to section 72(1) of the Act. The landlord may deduct \$100 from the tenants' security deposit in satisfaction this monetary award, or in the alternative, I have granted the landlord a monetary order in the amount of \$100. The monetary order is cancelled and of no force or effect if the landlord deducts \$100 from the tenants' security deposit.

### Conclusion

The landlord's application is successful.

The tenancy ended the date of the hearing, October 31, 2022.

The landlord is granted an order of possession effective two (2) days after service on the tenants.

The landlord is granted recovery of the filing fee of \$100.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: November 02, 2022

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Residential Tenancy Branch