



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

Tenant G.S. and the landlord's property manager (the "manager") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this Decision.

Preliminary Issue- Service

The manager testified that the tenants were each served with the landlord's application for dispute resolution and evidence via registered mail on November 23, 2022. Two Canada Post receipts for same were entered into evidence. Tenant G.S. testified that he received the above package in the first week of December 2022. I find that the

tenants were served with the landlord's application for dispute resolution and evidence in accordance with section 89 of the *Act*.

No evidence was submitted from the tenants.

Issues to be Decided

1. Are the landlords entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Are the landlords entitled to recover the filing fee from the tenants, pursuant to section 72.

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on September 15, 2016 and is currently ongoing. Monthly rent in the amount of \$1,705.00 is payable on the first day of each month. A security deposit of \$800.00 and a pet damage deposit of \$400.00 were paid by the tenants to the landlords. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The manager testified that the landlords are seeking an expedited end to this tenancy because the RCMP arrested tenant G.S. for uttering threats and seized drugs, money and guns from the subject rental property. The manager entered into evidence an article from the RCMP website which states:

Shotgun, suspected drugs, seized in search warrant execution

Prince Rupert

2022-11-17 08:00 PST

File # 2022-7793

On November 8th, 2022 the [REDACTED] RCMP executed a search warrant at [REDACTED] [REDACTED] where suspected drugs, money and a shotgun were seized.

[REDACTED] has been arrested and charged with Uttering threats and further charges are being explored by the RCMP with the guidance of the BC Prosecution Service.



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"Front line officers reacted quickly to a report received regarding threatening messages," Cst. Brody Hemrich said, "the report led to a search warrant being drafted and executed. While in the house officers also noticed evidence of a drug operation and second warrant was drafted and executed."

Approximately 280 doses of suspected drugs, with a street value of \$42,000 were seized. The RCMP will continue its investigation regarding these findings and will submit additional charges for Crown approval.

In the above document, I redacted tenant G.S.'s name and the address of the subject rental property to ensure privacy.

The manager testified that the landlord does not want drugs, weapons and money in her home and does not feel safe approaching the home to fulfill standard landlord obligations.

Tenant G.S. testified that he is only being charged with uttering threats. Tenant G.S. testified that the items found by the RCMP in the subject rental property were removed by the RCMP and so are no longer in the subject rental property and should not cause the landlords concern.

The manager testified that the landlords do not want to be associated with someone who holds shot guns and drugs. The manager testified that the property manager who would normally attend the subject rental property on behalf of the landlords is scared to approach the subject rental property and can't do regular inspections and cannot fulfill landlord duties.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*

- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

it would be unreasonable, or unfair to the landlord, the tenant 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.

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

The manager testified that the RCMP seized a shot gun, cash and drugs from the subject rental property. The tenant did not dispute this and stated that the items seized were no longer at the subject rental property. Based on the RCMP article and the testimony of both parties, I find that the tenants seriously jeopardized the health and safety and the lawful right and interests of the landlord. I find that the tenants' storage of drugs with a likely street value of \$42,000.00 in conjunction with a shotgun, created a reasonable apprehension of bodily harm in the landlords and their agents. I find that the presence of a shot gun and drugs at the subject rental property put the safety of the landlords and their agents in danger and have infringed on the landlord's right to inspect and maintain the subject rental property. I find that the company kept by the tenants and the guests to the subject rental property, who may be involved in the illegal trade of drugs, has put the landlord's property at significant risk.

Tenant G.S. testified that the landlord need not be concerned about the seized items because the seized items are no longer at the subject rental property. I find that given the gravity of the items seized by the RCMP and the violence associated with the illegal trade of drugs, the landlord's ongoing fear is reasonable and that while the seized items are not currently at the subject rental property, there is nothing stopping the tenant from bringing further contraband to the subject rental property.

Given the violence associated with the illegal drug trade, I find that it would be unreasonable and unfair to the landlord and the landlord's agents to wait for a notice to end the tenancy under section 47 [landlord's notice: cause]... to take effect. I therefore grant the landlords' application for an expedited end to tenancy.

As the landlords were successful in this application for dispute resolution, I find that they are entitled to recover the \$100.00 filing fee from the tenants. Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlords are entitled to retain \$100.00 from the tenants' security deposit.

Conclusion

Pursuant to section 56 of the *Act*, I grant an Order of Possession to the landlords effective **two days after service on the tenants**. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 19, 2022

Residential Tenancy Branch