



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFT

### Introduction

This hearing dealt with the Landlord's Application filed under the *Residential Tenancy Act*, (the "Act"), for an early end of tenancy pursuant to section 56 of the *Act* and to recover the cost of the filing for this application. The matter was set for a conference call.

The Landlord and the Landlord's Agent (the "Landlord") attended the hearing and were affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that they submitted a Proof of Service form into documentary evidence, indicating that they had served the Application for Dispute Resolution, and Notice of Hearing to the Tenant by posting it to the front door of the rental unit on January 5, 2023. I find that the Tenant had been duly served in accordance with the *Act*.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

- Is the Landlord entitled to an early end of tenancy and an Order of Possession, under section 56 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

The Landlord testified that the tenancy began on January 1, 2021. Rent in the amount of \$1,500.00 is to be paid by the first day of each month, and the Landlord is holding a \$750.00 security deposit for this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that the police attend the rental unit on December 29, 2022, due to a police chase with the Tenant, where the Tenant returned to the rental unit barricaded themselves inside and refused to surrender to police. The Landlord testified that the standoff with the police lasted 10 hours, only ending when the police forcibly entered the rental unit using smoke grenades fired through the windows of the rental unit. The Landlord testified that there was extensive damage to the windows, walls, and doors of the rental unit due to the police action to remove the Tenant. The Landlord submitted a two-page letter from the local police department into documentary evidence. The Landlord also submitted a local news article regarding this standoff with police into documentary evidence.

The Landlord testified that the neighbours of the rental property have approached them regarding this incident and the Tenant, expressing fear for their safety and a request that the Tenant is removed.

The Landlord testified the local police have advised that there are ongoing illegal activities in the rental unit and that the property has been the focus of several police-involved incidents.

## Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

An application for an early end of tenancy is an exceptional measure, to be taken only when a landlord can show that it would be unreasonable or unfair for the landlord or other occupants to allow the tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to tenancy and 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. Section 56 states the following:

### ***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.*

In order to end a tenancy early and issue an Order of Possession under section 56, I must 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 or manufactured home park;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;
- engaged in illegal activity (see Policy Guideline 32: Illegal Activities) that:
  - has caused or is likely to cause damage to the landlord's property,
  - 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 manufactured home park,
  - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
- caused extraordinary damage to the residential property or manufactured home park

In this case, the Landlord has provided direct evidence from the local police department that the rental unit is being used as an “instrument of unlawful activity”. Taking into consideration the undisputed oral testimony of the Landlord and the documentary evidence that I have before me, I find that on a balance of probabilities the Tenant has themselves or allowed another occupant to engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, health, security, safety, or physical well-being of another occupant of the residential property and that the illegal activity has jeopardized a lawful right or interest of another occupant or the landlord.

Overall, I find that the Landlord has met the onus of proving their claim for an order ending the tenancy early and for an order of possession, pursuant to section 56 of the *Act*.

Therefore, I find it appropriate to end this tenancy as of the date of these proceedings and grant an Order of Possession to the Landlord pursuant to section 56 of the *Act*. I grant an Order of Possession to the Landlord effective two days after service of the order on the Tenant. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court and enforced as an order of that Court.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has been successful in this application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application. I grant permission to the Landlord to keep \$100.00 from the security deposit for this tenancy in full satisfaction of this award

#### Conclusion

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

I grant permission to the Landlord to keep **\$100.00** from the security deposit for this tenancy, in full satisfaction of the award contained in my decision.

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: January 19, 2023

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Residential Tenancy Branch