



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1112880 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord December 31, 2022 (the “Application”). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

C.C. and K.H. appeared at the hearing for the Landlord with Constable D.B. of the RCMP as a witness. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Nobody appeared at the hearing for the Tenants.

The Landlord submitted evidence prior to the hearing. The Tenants did not submit evidence. I addressed service of the hearing package and Landlord’s evidence.

C.C. testified that the hearing package and Landlord’s evidence were sent to the Tenants at the rental unit by registered mail and that the documentary evidence of service submitted relates to this. C.C. testified that they checked the tracking numbers today and the Tenants have not picked up the packages. C.C. testified that the Tenants are aware of the hearing because C.C. has talked to them about it.

The Landlord submitted documentary evidence of service with Tracking Numbers 347 and 404 on it. I looked Tracking Numbers 347 and 404 up on the Canada Post website which shows the packages were sent January 05, 2023, and are unclaimed after notice cards were left January 06 and 12, 2023.

Based on the undisputed testimony of C.C. and documentary evidence of service, I find the Tenants were served with the hearing package and Landlord's evidence in accordance with sections 88(c) and 89(2)(b) of the *Act*. The Tenants cannot avoid service by failing to pick up registered mail. Pursuant to section 90(a) of the *Act*, the Tenants are deemed to have received the packages January 10, 2023. I find the Landlord complied with rule 10.3 of the Rules in relation to the timing of service.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Tenants. C.C., K.H. and Constable D.B. were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

The Landlord submitted the written tenancy agreement between the parties which started October 18, 2021.

Constable D.B. appeared for another member of the RCMP who provided a letter in relation to this matter. Constable D.B. testified as follows. The Tenants, and activity at the rental unit, are causing serious concerns for public safety. Police have attended the rental unit eight times in the past year. There has been violence occurring at the rental unit and on December 22, 2022, police attended due to a report of shots fired. Police located a victim who had a gun shot wound. This incident led to a search warrant being executed at the rental unit which lead to weapons and evidence of drug trafficking being found in the rental unit. The rental unit is in a residential setting with parks and schools that is heavily populated. The Tenants and others at the rental unit pose an extreme risk of violence. There has been an increase in police calls in relation to the rental unit as well as activity consistent with drug trafficking and violent crime. The police calls relate to firearms, suspicious persons and disturbances. The level of violence occurring at the rental unit is concerning. Police have been conducting high visibility patrols day and night around the rental unit so the Tenants know police are in the area to prevent further issues. If the Tenants are not evicted, the behaviour will continue and the Tenants are putting the public at risk. The Landlord has been issued a bylaw letter

about the rental unit being a nuisance property meaning there have been more than three service calls in the last year and moving forward calls for service will come with a \$1,300.00 fine.

C.C. testified as follows. The rental unit is part of a duplex and a family with children live next door to the Tenants. Neighbours of the rental unit are worried for their safety. When C.C. attends the rental unit to tell the Tenants about what is occurring the Tenants are verbally abusive towards C.C.

The Landlord submitted a letter from the RCMP about serious concerns for public safety regarding criminal activity at the rental unit due to eight incidents in 2022, including violence.

The Landlord submitted a bylaw notice about the rental unit being a nuisance property due to eight service calls in 10 months.

Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early when two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet the above two-part test. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts are as claimed.

I accept the undisputed testimony of Constable D.B. and C.C. and find it is supported by the letter from the RCMP and bylaw notice. I accept that the Tenants and rental unit are attracting criminal activity which is posing a serious concern for public safety, which includes the neighbours and agents of the Landlord. I accept that police have had to attend the rental unit eight times in one year. I accept that violence is occurring at the rental unit which poses a safety risk to the public, which includes the neighbours and agents of the Landlord. I accept that police attended the rental unit December 22, 2022, in relation to a report of shots being fired and found someone on the property with a gun shot wound. I accept that weapons and evidence of drug trafficking were later located in the rental unit. All of this is undisputed and supported in the evidence provided.

I accept that it is more likely than not that the Tenants have engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

I accept that it would be unreasonable and unfair to require the Landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect because the issues raised involve criminal activity, weapons and violence which are serious issues and make this an urgent matter.

I am satisfied the Landlord has met their onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlord an Order of Possession for the rental unit effective two days after service on the Tenants.

Conclusion

The Landlord is issued an Order of Possession effective two days after service on the Tenants. This Order must be served on the Tenants and, if the Tenants do not comply

with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 24, 2023

Residential Tenancy Branch