



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on February 2, 2023 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk.

The Landlord, the Landlord's Agent Y.Z., and the Tenant attended the hearing at the appointed date and time. At the start of the hearing the Tenant confirmed receipt of the Notice of Hearing and the Landlord's documentary evidence. As there were no issues raised, I find these documents were sufficiently served pursuant to Section 71 of the *Act*. The Tenant confirmed that they did not submit any documentary evidence in response to the Application.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on November 1, 2021. Currently, the Tenant is required to pay rent in the amount of \$1,200.00 which is due on the first day of each month. The Tenant paid a security deposit in the amount of \$600.00. The Tenant continues to occupy the rental unit.

The Landlord's Agent stated that they received from the Police Department advising that the occupants of the rental unit have engaged in criminal activity. The Landlord's

Agent stated that the Police attended the rental unit 12 times in the past year. The Landlord's Agent stated that Police obtained a warrant to search the rental unit where they discovered illicit substances and a firearm.

Furthermore, on January 4, 2023 the Police once again attended the rental unit to investigate a drive by shooting that occurred at the rental property. The Police confirmed that there were several bullet holes throughout the rental unit. The Landlord submitted a copy of the email in support. The Landlord's Agent stated that the Tenant and their guests engaged in illegal activity that has caused or is likely to cause damage to the landlord's property.

The Tenant responded by acknowledging the incidents, however, the Tenant denied any involvement. The Tenant stated that he had poor selection of roommates who were responsible for the incidents described by the Landlord's Agent. The Tenant stated that his roommates have since vacated the rental unit, therefore, there should be no further issues.

Analysis

Section 56 of the *Act* permits a landlord to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

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...

- (a) The tenant or a person permitted on the residential property by the tenant had 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 landlords 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.

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

According to the Residential Tenancy Policy Guideline 13 (B): TENANTS AND CO-TENANTS A tenant is a person who has entered a tenancy agreement to rent a rental unit or manufactured home site. If there is no written agreement, the person who made an oral agreement with the landlord to rent the rental unit or manufactured home site and pay the rent is the tenant. There may be more than one tenant; co-tenants are two or more tenants who rent the same rental unit or site under the same tenancy agreement. Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states otherwise. "Jointly and severally" means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement.

In this case, the Landlord's evidence and testimony indicated that the Tenant or his roommates have engaged in illegal activity which has generated regular Police contact. I accept that the Tenant's activities have resulted in a drive by shooting, causing significant damage to the rental unit. I find that the drive by shooting incident which was

confirmed by the parties caused damage to the Landlord's property and also put the neighbourhood at risk. I find that the Landlord has demonstrated sufficient cause to end the tenancy. I further find it would be unreasonable or unfair to the Landlords to wait for a notice to end the tenancy under section 47 of the *Act*.

While the Tenant placed blame on his roommates, I find that the Tenant and his roommates are jointly and severally responsible. I find the Landlord has demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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: February 24, 2023

Residential Tenancy Branch