



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On January 13, 2023, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

This hearing was scheduled to commence via teleconference at 9:30 AM on February 10, 2023.

The Landlord attended the hearing, and K.K. attended the hearing later as a witness for the Landlord; however, neither Tenant attend at any point during the 54-minute teleconference. At the outset of the hearing, I informed the Landlord that recording of the hearing was prohibited, and she was reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 9:30 AM and monitored the teleconference until 10:24 AM. Only the Applicant dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that I was the only other person who had called into this teleconference.

The Landlord advised that she served each Tenant with a separate Notice of Hearing and evidence package by posting them to the Tenants’ door on January 19, 2023. Included were signed proof of service documents corroborating service. Based on this undisputed evidence, I am satisfied that the Tenants were deemed to have received the Notice of Hearing and evidence packages three days after they were posted. As such,

this evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord advised that the tenancy started on or around September 15, 2022, that rent was currently established at \$2,400.00 per month, and that it was due on the first day of each month. A security deposit was never paid. A copy of the signed tenancy agreement was not submitted as documentary evidence for consideration as the Landlord stated that the Tenants would not return the copy of it.

She testified that approximately three weeks after the tenancy commenced, the Tenants permitted guests to stay in the rental unit and become occupants. She stated that at some point around this time, the police attended due to fighting amongst the Tenants and these occupants. She submitted that the police told her that these “were not good people” and that they were “doing the same thing” at other neighbouring properties. She stated that at some point, a truck went speeding by the property and threw a package over the fence. Moreover, she stated that there are used drug needles strewn all over the property, which poses a safety hazard.

As well, she advised that Tenant J.B. discovered a gun in the rental unit, on January 12, 2023, that likely belonged to one of the occupants. She stated that the police came and confiscated the weapon, and that they also found a stolen vehicle on the property which they impounded. She submitted that the Tenants and/or occupants have been continually stealing vehicles and bringing them onto the property, which has caused the police to show up repeatedly. In fact, she testified that the police attended the property yesterday looking for stolen vehicles, and discovered some stolen tires. She referenced a document submitted which listed four police file numbers related to investigating issues on the property related to the Tenants and/or occupants.

In addition, she stated that there are many stolen items on the property, and that the Tenants and/or occupants broke into the Landlord's shed twice and stole tools. While this was reported to the police, the Landlord did not have any evidence proving that the Tenants and/or occupants were responsible for this. However, she stated that one of the occupants admitted to stealing this property and said, "what can you do?" Furthermore, she advised that the Tenants and/or occupants stole a dog in mid-January 2023, that the police recovered it from the property, and that it was later returned to its owners. She referenced the documentary evidence submitted to support this claim.

K.K. advised that there was much drug related paraphernalia on the property, and that the Tenants and/or occupants broke into the shed twice and stole tools. However, he has no evidence to support his speculation that this was done by the Tenants and/or occupants. He confirmed that a gun was found in the rental unit on January 12, 2023, and that it was confiscated by the police. As well, he corroborated the Landlord's submissions of stolen vehicles on the property, and of the stolen dog.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenants, or a person permitted on the residential property by the Tenants, have 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.

When reviewing the undisputed evidence before me, I am satisfied that the Tenants and/or occupants have engaged in a pattern of behaviours that are intentional, inappropriate, hostile, and malicious and would fall into the categories of: significantly interfering with or unreasonably disturbing another occupant or the Landlord, seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord. I do not find that any of these behaviours are in any way reasonable, appropriate, or acceptable.

The Landlord must also demonstrate that “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 for cause” to take effect.

When assessing and weighing the totality of the evidence before me, I find that the pattern of the Tenants’ and/or occupants’ behaviours alleged by the Landlord and K.K. is consistent with the Landlord’s evidence. As such, I accept this evidence on the whole, particularly with respect to the gun, the stolen dog, and the stolen vehicles on the property. Ultimately, I am satisfied that the Tenants and/or their guests have behaved in such an abhorrent manner that should the tenancy continue, it is uncertain how much more dangerous the situation could become.

As such, I find that the ongoing, troublesome behaviours and actions of the Tenants and/or occupants were likely intentional, malicious, and that they pose an unpredictable danger that would likely cause a genuine concern for the ongoing safety of the property and of any persons that may attend the property. Consequently, I am satisfied that these behaviours would fall into the categories of seriously jeopardizing the health or safety or a lawful right or interest of the Landlord, engaging 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, and engaging in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.

Under these circumstances described, I find that it would be unreasonable and unfair for the Landlord to wait for a One Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the Landlord has provided sufficient evidence to warrant ending this tenancy early. As such, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** 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: February 10, 2023

Residential Tenancy Branch