



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BETTER START SUPPORTIVE
HOUSING and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **ET, FFL**

Introduction

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

1. An early end to the tenancy and an Order of Possession pursuant to Sections 56 and 62 of the Act; and,
2. Recovery the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. One Landlord and the Property Manager attended the hearing at the appointed date and time and provided affirmed testimony. The Tenants did not attend the hearing. 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 the Landlord, Property Manager, and I were the only ones who had called into this teleconference. The Landlord and Property Manager were given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Landlord and Property Manager that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. The Landlord and the Property Manager testified that they were not recording this dispute resolution hearing.

The Landlord confirmed that they personally served both Tenants with the Notice of Dispute Resolution Proceeding package and evidence for this hearing on February 6, 2023 (the "NoDRP package"). The Landlord uploaded two Proof of Service form #RTB-9s attesting to service of both Tenants. I find that the Tenants were served with

the NoDRP package on February 6, 2023 in accordance with Section 89(1)(a) of the Act.

Issues to be Decided

1. Are the Landlords entitled to an early end to the tenancy and an Order of Possession?
2. Are the Landlords entitled to recovery the application filing fee?

Background and Evidence

I have reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord testified that this periodic tenancy began on December 7, 2022. Monthly rent is \$1,100.00 payable on the first day of each month. A security deposit was not paid by the Tenants although required, and a pet damage deposit was not paid as the Landlord was not informed that the Tenants had pets.

At the beginning of the tenancy, the Property Manager shared that the male Tenant had a fight with the female Tenant where he broke a door and put a dent in the wall. The Property Manager said the male Tenant breaks things to scare people.

When the Landlord went to collect the rent on the first of January 2023, the male Tenant came out with a baseball bat and threatened the Landlord. The Landlord stated that the Tenants wanted him to lie to the agency that assists with paying their rent, and the Landlord refused to do that. The Landlord had the understanding that the social worker was going to send them the Tenants' security deposit, but somehow the Tenants stopped it. The Landlord still has not received the Tenants' security deposit.

In the first week of January 2023, the male Tenant had a fight with a guest in their home. It was very loud and the downstairs tenant called the police. When the police arrived, they told the guest to leave. The guest left and things were quiet again.

The Landlord said that guests the Tenants bring to their rental unit are involved in drug trafficking and drug use. The Landlord has warned the Tenants about this kind of traffic

on the property, but the Tenants do not listen to the Landlord, and other tenants are fearful to say anything to them.

The downstairs tenants have contacted the Landlord on several occasions about the noise from the Tenants. The Landlord said he has received telephone calls in the middle of the night because the Tenants are significantly interfering with other tenants' rights to quiet enjoyment in their home.

The Property Manager testified that good tenants who have been living in their rental unit over three years have told her that they are considering moving out if the Tenants remain in their rental unit and keep disturbing them.

On January 22, 2023, the Landlord stated that a guest of the Tenants died of a drug overdose in the rental unit. This event was disclosed to the Landlord by the tenants who reside in the basement suite of the residential property. Police and an ambulance attended at this event. One of the downstairs tenants wrote a letter for the Landlord that they witnessed the emergency people attending at the scene. This tenant also shared that the upstairs Tenants bring fentanyl into the residential property, and attempt to distribute it to other tenants.

On the day after the drug overdose, there was much noise and commotion in the rental unit. The downstairs tenant called the Property Manager and told her he was scared and asked if he should call the police. The Property Manager said she told him to ignore them, and anyways, when the police do come, they do not do much to resolve the situation.

The Tenants have disconnected a cable so now wifi for the whole residential property does not reach the downstairs tenants' rental unit. The downstairs tenants often complain that they have no wifi for their cable television to work or for their cell phones.

The Landlord said because these Tenants bring drug dealers to the residential property, and significantly harass the other tenants it would be unreasonable and unfair to the Landlord and the other occupants of the residential property to wait for a notice to end tenancy under Section 47 of the Act to take effect.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus, in this application, is on the landlord to prove, on a balance of probabilities, the grounds on which this application for an early end to tenancy were based.

As this hearing was conducted pursuant to Rules of Procedure 7.3, in the Tenants' absence, all the Landlord's testimony is undisputed. The Tenants did not upload any evidence for this matter. Rules of Procedure 7.3 states:

Consequences of not attending the hearing: *If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.*

In this matter, Section 56 of the Act is relevant:

Application for order ending tenancy early

- 56** (1) *A landlord may make an application for dispute resolution requesting*
- (a) *an order 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) *an order granting the landlord possession 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.*

The Landlord testified about the Tenants aggressive behaviours and lifestyle. The Tenants have brought drug dealers to the residential property and at times these people are pushing their drugs on the other tenants. In the short period the Tenants have resided in the rental unit, they have significantly interfered with and unreasonably disturbed other occupants and the Landlord of the residential property. The Tenants late night noise and other activities have significantly disrupted the other occupants and the Landlord.

The Property Manager stated that the Tenants have damaged the residential property. She also maintained that good, and long term tenants in the residential property tell her they will move out if these Tenants remain in their rental unit.

Based on the totality of the undisputed evidence of the Landlord and the Property Manager, I find the Tenants have significantly interfered with or unreasonably disturbed another occupant and the Landlord of the residential property. I find the Tenants have

seriously jeopardized a lawful right of the Landlord to have good and long term tenants stay in the residential property. I am satisfied that the Landlord has met their burden of proving on a balance of probabilities that the Tenants' tenancy must end early. Pursuant to Section 56(2)(b), I find it would be unreasonable, and unfair to the other occupants and the Landlord of the residential property to have to wait for a notice to end the tenancy under Section 47 of the Act to take effect.

I find the Landlord has satisfied me that an order to end this tenancy early is warranted and they are entitled to an Order of Possession, which will be effective two (2) days after service on the Tenants.

In addition, having been successful, I find the Landlord is entitled to recover the application filing fee paid to start this application. The Landlord does not hold a security deposit for the Tenants, so I grant the Landlord a monetary order of \$100.00 to cover the application filing fee.

For the benefit of the Landlord, the Landlord may wish to discuss with an Information Officer at the RTB the options available to them for any remaining outstanding claims. An Information Officer can be reached at:

5021 Kingsway

Burnaby, BC

Phone: 604-660-1020 (Lower Mainland)

250-387-1602 (Victoria)

1-800-665-8779

Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

Conclusion

The Landlords are granted an Order of Possession, which will be effective two (2) days after service on the Tenants. The Order of Possession may be filed in and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlords a Monetary Order in the amount of \$100.00 to cover the application filing fee. The Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small

Claims Division of the Provincial Court of British Columbia and enforced 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: February 14, 2023

Residential Tenancy Branch