



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding First Service Residential and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the landlord applied on January 10, 2023 to:

- end a tenancy early, pursuant to section 56 of the Act; and
- recover the filing fee from the tenant, pursuant to section 72 of the Act.

The hearing was attended by representatives of the landlord (“the landlord”); the tenant did not attend. Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified he served the Notice of Dispute Resolution Proceeding (NDRP) and evidence on the tenant by posting it to the door on January 11, 2023 at 9:00 a.m. and provided a witnessed proof of service form and photo in support. The landlord testified he also served the materials by email. Based on the landlord’s undisputed testimony and evidence, I find the landlord served the tenant in accordance with Rule of Procedure 10.3 and the Standing Order. I deem the NDRP and evidence received by the tenant on January 14, 2023, in accordance with section 90 of the Act.

The landlord later uploaded additional evidence to the Residential Tenancy Branch which was not served on the tenant. I decline to consider the landlord’s late evidence in my decision.

Issues to be Decided

- 1) Is the landlord entitled to an early end of tenancy and an order of possession?
- 2) Is the landlord entitled to the filing fee?

Background and Evidence

While I have considered the documentary evidence and the testimony of the landlord, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord confirmed the following particulars regarding the tenancy. It began May 1, 2021; rent is \$1,781.00, due on the first of the month; and the tenant paid a security deposit of \$877.50, which the landlord still holds.

The landlord testified that the tenant has been dealing drugs out of his unit, and that the landlord has been working with police, who found drugs and stolen property in the tenant's unit. The landlord submitted that charges were pending, and submitted as evidence a record of charges against the tenant. The landlord testified that the tenant has been arrested and found to be carrying firearms. The landlord testified that they have been warned by police about the tenant.

The landlord testified that guests of the tenant have stolen packages from the property entrance. The landlord submitted photos in support.

The landlord testified that a guest of the tenant overdosed in the elevator on June 7, 2022, requiring the attendance of emergency responders.

The landlord testified the tenant was involved in the smashing of a window on July 29, 2022, and that the tenant was served a breach letter on November 25, 2022 for installing an unauthorized camera.

The landlord testified that the tenant's pet has been permitted to urinate on the balcony, and that the urine has reached the balconies of tenants below.

The landlord testified that the tenant has, on multiple occasions, thrown a shoe off his balcony, containing the entry fob, permitting visitors to enter the building.

The landlord testified that on multiple occasions women have been locked out of the tenant's unit, and that some of them were bruised and distressed.

The landlord testified that the tenant is disruptive at all hours, and permits members of the public, homeless people, and drug users to enter the property.

The landlord testified that they have received written complaints regarding the above described matters from multiple other tenants.

Analysis

The landlord has applied to end the tenancy early, pursuant to section 56 of the Act.

Section 56(2) states (emphasis added):

(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.

Residential Tenancy [Policy Guideline 51. Expedited Hearings](#) states that the expedited hearing process has been established for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit.

The landlord has provided undisputed testimony demonstrating that the tenant is permitting many people to enter the building, and is frequently causing excessive noise and disruption, day and night, which is significantly disturbing other tenants and the landlord.

Based on the landlord's evidence, I'm satisfied that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. However, as the landlord has not demonstrated there is an imminent danger to the health, safety, or security of the landlord or a tenant, I do not find it would be unreasonable for the landlord or other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect.

Therefore, I dismiss the landlord's application for an early end of tenancy, pursuant to section 56 of the Act.

As the landlord is unsuccessful in their claim, I decline to award them the filing fee.

Conclusion

The landlord's application is dismissed; the tenancy will continue until it is ended in accordance with the Act.

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 06, 2023

Residential Tenancy Branch