



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ET

Introduction

The Landlords filed an Application for Dispute Resolution on February 3, 2023 seeking an order for the early termination of the tenancy. This is an expedited hearing process, filed by the Landlord on an emergency status, on the basis that the Tenant poses an immediate and severe risk to the property, other occupants, or the Landlord.

The matter proceeded by way of a conference call hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on February 3, 2023. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The Landlords (hereinafter the “Landlord”) attended the hearing; the Tenant did not attend.

Preliminary Matter

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with the Notice of this hearing. This means the Landlord must provide proof that they served the document at a verified address allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing, the Landlord described their service of the key document that is the Notice of Dispute Resolution Proceeding to the Tenant at their current address (*i.e.*, the rental unit) via registered mail. They provided a tracking number to show this, sent on February 6, 2023. The Landlord in the hearing clarified that they provided the same evidence to the Residential Tenancy Branch and the Tenant. The Landlord had no communication separately from the Tenant about this hearing.

I accept the Landlord's evidence that they served the Notice, including their evidence, to the Tenant at the rental unit address where the Tenant still resides as of the date of the hearing. This is sufficient for the purposes of the *Act*. Based on the submissions of the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(2)(b) of the *Act*, and the hearing proceeded in the Tenant's absence.

Issue to be Decided

- Is the Landlord entitled to an order of possession that ends the tenancy for cause and without notice by s. 56 of the *Act*?

Background and Evidence

The Landlord confirmed the details of the tenancy agreement they provided as evidence for this hearing. The start date was August 15, 2017. The Tenant was to pay \$1,400 at the start of each month. Both the Landlord and Tenant signed the agreement on August 19, 2017.

The Landlord provided their account of how they feel the conduct of the Tenant is sufficient reason to end the tenancy in an expedited fashion. This is from the concerns of other rental unit property occupants who signed a letter setting out the following:

- there have been incidents involving the Tenant and the Tenant's own rental unit that leave them "concerned for my safety, the safety of the other neighbours and the well-being of the children in the area"
- there was an increase in traffic and crime because of the Tenant's guests
- guests look into people's windows and take anything of value from yards
- they don't feel safe allowing their children to play outside, with the Tenant's guests "unpredictable in their behaviour and actions"
- the police attended the rental unit property to recover a stolen motorcycle, in addition to other visits recently

The Landlord also provided evidence in the form of a news release and recorded news report about an incident on January 31, 2023. The Landlord presented this was a stabbing, with the Tenant and a guests (as reported by other rental unit property occupants) leaving the scene before the police arrived. The Landlord could not obtain other specific information about the incident from the officers, with the incident being under investigation.

The Landlord reiterated that each of the other rental unit occupants have families with children.

Analysis

The *Act* s. 56(1) provides that a tenancy may end earlier than a normal prescribed period if one or more of the outlined conditions applies. These conditions reflect dire or urgent circumstances. The legislation regarding an order of possession reads as follows:

A landlord may make an application for dispute resolution to request an order

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end tenancy were given under section 47 [*landlord's notice: cause*], and
- (b) granting the landlord an order of possession in respect of the rental unit.

Following this, s. 56(2) sets out two criteria. First, a landlord must prove the cause for issuing the Notice. Second, the evidence must show it would be unreasonable or unfair to a landlord to wait for a set-period Notice to End Tenancy to take effect under the different s.47 of the *Act*. The determination of cause considers the following situations of immediate and severe risk is set out in s. 56(2):

- (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 . . .

I have considered the evidence of the Landlord here concerning the conduct of the Tenant. I note the *Act* s. 56 is reserved for situations where a tenant commits a serious breach.

I find there is sufficient evidence to show the Tenant, in addition to people permitted on the residential property by the Tenant, is the source of legitimate concern over the quiet enjoyment, security, safety, or physical well-being of other building occupants of the residential property. This is as set out in s. 56(2)(a)(iv) above. The chief evidence here is the news report about the January 31 incident which I find was violent and serious. I find each of the conditions set out in s. 56(2)(a), (i) and (iv) as set out above apply in this situation. The actions of the Tenant or their visitors have definitely affected the other residents' quiet enjoyment and led to concerns for their own safety and security.

From the evidence I am satisfied that the facts of the situation prove cause. Secondly, I find it unfair for the Landlord to wait for a set-period Notice to End Tenancy to take effect. I find what the Landlord presents merits an expedited end to the tenancy. I so grant an Order of Possession in line with this rationale.

Conclusion

For the reasons above, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant 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 s. 9.1(1) of the *Act*.

Dated: March 1, 2023

Residential Tenancy Branch