



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**ET, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for an early end of the tenancy and an Order of possession and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that at 3 p.m. on September 15, 2011, a copy of the Application for Dispute Resolution and Notice of Hearing was personally delivered to the tenant, at the door of the rental unit.

The landlord applied for 2 hearings, one with the tenant's mother and one with the tenant. Both packages were handed to the tenant's mother, with the tenant present. The landlord explained what was contained in the packages; that each was to attend a hearing. The mother acknowledged receipt of the packages; the tenant swore at the landlord. The agent's spouse was present, as were 2 unnamed repair people.

I find that personal delivery to the tenant's mother; in the present of the tenant, combined with an explanation of the contents of the package constituents sufficient service, as provided by section 71 of the Act; however, the tenant did not appear at the hearing. The fact that the tenant swore at the landlord's agent indicates that he understood the contents of the package and was displeased with the landlord.

### Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a Notice to End Tenancy?

Is the landlord entitled to an Order of possession?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on July 1, 2010, rent is due on the first day of each month. The tenant rents one of 72 units in this building.

On September 8, 2011, the police Emergency Response Team entered the tenant's suite by breaking down the door and smashing through the ground-floor window. The lobby of the building was secured and 12 heavily armed officers, plus 8 to 10 other officers entered the building with their guns drawn. They were operating on the authority of a search warrant and responded with force as the tenant is known to be violent and to be involved in drug dealing and enforcement.

In the unit evidence of drug use and scales were found. An assortment of weapons was also located, which were seized by the police. The tenant was not home when the police entered the unit and he continues to come and go from the rental unit; he has yet to be located by authorities.

The landlord stated that since the raid the tenant has acted with impunity; that there is yelling at all times of the night and that people approach the building screaming for the tenant and his mother, who resides in the next unit. The landlord is concerned for the safety of other occupants of the building.

### Analysis

In order to establish grounds to end the tenancy early, the landlord must not only establish that she has cause to end the tenancy, but that it would be unreasonable or unfair to require the landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony of the landlord and her witness, a Sergeant with the Victoria Police Department, I find that the landlord has met that burden.

In relation to sufficient cause, I find that the cause for concern expressed by the police in relation to potential drug dealing, weapons and activities which could place other occupants of the building at risk is founded. It is not reasonable for other occupants to reside in a building where the police enter, with guns drawn, as a result of the behaviour of the tenant and the risk he may pose to others. It is sufficient to establish that suspected drug dealing has placed the landlord's property at risk and that has placed the right to quiet enjoyment and safety of others in potential jeopardy.

Secondly, in the circumstances it would be unreasonable and unfair to require the landlord to wait for a notice to end the tenancy under s. 47, as other occupants cannot be expected to tolerate an environment where suspected drug dealing and late night disturbances occur. I find that any environment where police may enter with guns drawn negates the need for a Notice ending tenancy for cause.

Therefore; I find that the landlord is entitled to an order for possession. A formal order has been issued and may be filed in the Supreme Court and enforced as an order of that Court.

As the landlord's Application has merit I find that the landlord is entitled to the sum of \$50 being the cost of the filing fee paid pursuant to section 72.

Conclusion

The landlord has been granted an Order of possession that is effective **immediately upon service to the tenant**. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim, in the amount of \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution and I grant the landlord a monetary Order in that amount. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court 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 *Residential Tenancy Act*.

Dated: September 23, 2011.

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Residential Tenancy Branch