



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An early end to the tenancy pursuant to section 56 of the Act.

The hearing was convened by telephone conference call and was attended by the agent for the owner, A.S., who is also listed as a landlord on the tenancy agreement, in addition to the owner of the property, S.L. Although A.S. is an agent for the owner, as they are listed as a landlord on the tenancy agreement, I have referred to them as the Landlord throughout this decision. All testimony provided by the Landlord was affirmed. Neither the Tenant nor an agent for the Tenant attended. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) state that the respondent must be served with a copy of the Application and Notice of Hearing. As neither the Tenant nor an agent for the Tenant attended the hearing, I confirmed service of these documents as explained below.

The Landlord testified that the documentary evidence before me, with the exception of one document titled "Please\_Keep\_Anonymous.pdf", and the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and the Notice of Hearing, the respondent instructions and a fact sheet, were sent to the Tenant at the rental unit by Xpresspost on February 9, 2021. The Landlord provided me with the mail tracking number, which has been recorded on the cover page of this decision, and photographs showing the addressed envelope with the tracking number attached and the Notice of Dispute Resolution Proceeding. Canada Post tracking information shows

that the mail was sent on February 9, 2021, and delivered on February 11, 2021. As a result of the above and in the absence of any evidence to the contrary, I find that the Tenant was served with the above noted documents, except for the document titled "Please\_Keep\_Anonymous.pdf", which I have excluded from consideration, by registered mail on February 11, 2021 in accordance with the Act and the Rules of Procedure.

Rule 7.3 of the Rules of Procedure states that 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. As I am satisfied that the Tenant was properly notified of the hearing and the Application as set out above, and the Landlord attended the hearing on time and ready to proceed, the hearing therefore proceeded as scheduled despite the absence of the Tenant or an agent acting on their behalf, pursuant to rule 7.3 of the Rules of Procedure.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address provided in the Application.

#### Issue(s) to be Decided

Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the Act?

Is the Landlord entitled to the recovery of the filing fee pursuant to section 72 of the Act?

#### Background and Evidence

The one year fixed term tenancy agreement in the documentary evidence before me, signed by the Landlord and the Tenant on September 11, 2020, states that the tenancy commenced on October 1, 2020, and was to continue on a month to month bases after the expiration of the fixed term on October 1, 2021. The tenancy agreement states that rent in the amount of \$5,000.00 is due on the first day of each month and that a security deposit in the amount of \$2,500.00 is required. At the hearing the Landlord stated that the \$2,500.00 security deposit was paid and is still held in trust.

The Landlord stated that in January of 2021, they became aware that there have been significant ongoing issues with the Tenant and the police at the rental unit since the start of the tenancy in October 2020, as a result of suspected criminal activity at the property including prostitution, drug, and pornography rings. The Landlord stated that the above noted suspected criminal activity has resulted in more than 11 police files for the rental unit since the start of the tenancy, and provided email correspondence with the police regarding these police file numbers, as well as a copy of a police card for the officer who authored the emails.

In addition to the ongoing suspected criminal activity at the rental unit noted above, which the Landlord argued is causing a significant and unreasonable disturbance to them and the neighbourhood, the Landlord stated that the Tenant has caused extraordinary damage to the rental unit, including significantly damaging the walls and stairs, removing lights, and stealing furnishings provided to the Tenant under the tenancy agreement.

Based on the above, the Landlord sought an early end to the tenancy pursuant to section 56 of the Act on the basis that the Tenant or a person permitted on the residential property by the Tenant has significantly interfered with or unreasonably disturbed the Landlord, seriously jeopardized the Landlord's lawful right or interest in the property and caused extraordinary damage.

Given the severity of the alleged criminal activity, the frequency of police involvement, and the risk to the property of further damage, the Landlord argued that it would be unreasonable and unfair to them to have to wait for a notice under section 47 of the Act to take effect and therefore sought an end to the tenancy as soon as possible.

The Landlord submitted a police card, correspondence between them and the police regarding the numerous police files linked to the rental unit since the start of the tenancy, written complaints and texts from neighbours, in support of their Application.

No one attended the hearing on behalf of the Tenant to provide any evidence or testimony for my consideration.

### Analysis

Section 56 of the Act states the following with regards to ending a tenancy early:

### **Application for order ending tenancy early**

**56** (1) 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 the 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.

(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.

Based on the uncontested documentary evidence and affirmed testimony before me from the Landlord for consideration, I am satisfied on a balance of probabilities that a

tenancy to which the Act applies exists, the terms of which are as set out in the tenancy agreement, and that the Landlord has cause to end the tenancy early pursuant to section 56 of the Act because the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed the Landlord of the residential property, seriously jeopardized the health or safety or a lawful right or interest of the Landlord, and caused extraordinary damage to the rental unit. I am also satisfied, given the serious nature of the alleged criminal activity, the frequency of police involvement, and the risk to the property of further damage, that it would be unreasonable or unfair to the Landlord of the residential property to wait for a notice to end tenancy under section 47 to take effect.

Based on the above and pursuant to section 56 of the Act, the Landlord is entitled to an Order of possession effective two days after service of the order on the Tenant.

### Conclusion

Pursuant to section 56 of the Act, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. The tenant is cautioned that costs of such enforcement are recoverable from them by the Landlord.

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 26, 2021

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Residential Tenancy Branch