



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ET FFL

### Introduction

The landlord seeks to end the tenancy and obtain an order of possession pursuant to section 56 of the *Residential Tenancy Act* ("Act"). In addition, he applied to recover the cost of the filing fee, pursuant to section 72 of the Act.

### Preliminary Issue: Service

The landlord attended the hearing, but the respondent tenants did not. In such cases where a respondent does not attend, I must be satisfied that the respondent was properly served with the Notice of Dispute Resolution Proceeding. Such service must comply with the Act and the Residential Tenancy Branch's *Rules of Procedure*, and there must be evidence to support a finding that such service in fact occurred.

The landlord testified, under oath, that he served the Notice of Dispute Resolution Proceeding package in-person on the tenants on March 10, 2022. It is noted that the Residential Tenancy Branch emailed the landlord a copy of the Notice of Dispute Resolution Proceeding on March 9, 2022. Given the sworn evidence before me, it is my finding that the tenants were served with the Notice of Dispute Resolution Proceeding and documentary evidence necessary for them to participate in these proceedings.

### Issue

1. Is the landlord entitled to end the tenancy and obtain an order of possession?
2. Is the landlord entitled to recover the cost of the application filing fee?

### Background and Evidence

Relevant oral and documentary evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only the evidence needed to explain the decision is reproduced below.

The tenancy began on May 3, 2021 and monthly rent is \$1,480.00. The tenants paid a \$740.00 security deposit which the landlord currently holds in trust. There is a copy of a written tenancy agreement in evidence.

The landlord brings this application because, as described in the written particulars of the landlord's application, the female tenant is

[. . .] a drug addict, she is often high on drug, mentally not stable, caused danger to the whole strata and residents by doing the following: 1. high on drugs and life threatening to other residents 2. half naked in the parking lot and going through garbage 3. stealing packages and mails 4. pulling out wires from the strata electrical room 5. peeing on the common areas and passed on the floor 6. police cases were filed by multiple residents and asked us to evict the tenants

Documentary evidence comprised warning letters from the strata, and correspondence which reflected numerous other residents' concerns and fears, of the multi-rental unit property. The documentary evidence references and describes the several points listed above. What is particularly concerning is the tenant's repeated thefts of mail and packages from other tenants of the building.

Further, the strata have specifically requested that the landlord end the tenancy, and that the landlord risks fines should the tenant's behavior continues. In an email from the strata to the landlord, dated January 22, 2022, the agent for the strata writes, *inter alia*, as follows:

Please be advised that, your tenant was observed making mess again in the garbage room on many occasion as recently as Jan 17, 2022. Clearly the female tenant of your unit was very unstable very high on drugs. She was half naked and peeing on the floor. RCMP was called for her safety because she passed out in the garbage room.

Council will imposed a fine against your unit for nuisance and failure to evict the tenant as requested.

The landlord added that the RCMP have a few police files currently open regarding these matters.

## Analysis

Section 56(1) of the Act permits a landlord to make an application for dispute resolution to request (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 (a “One Month Notice to End Tenancy for Cause”), and (b) an order granting the landlord possession of the rental unit.

In order to grant this relief, the landlord’s evidence must persuade me, on a balance of probabilities, that a tenant

- (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.

In this case, the female tenant’s ceaseless propensity to threaten other residents of the building, steal property (packages and mail of other residents), remove wires from the electrical room, urinate on common property, and unsafe and unstable behavior, persuades me on a balance of probabilities that the tenant has both significantly interfered with and unreasonably disturbed other occupants, put the landlord’s property at significant risk (including the risk of imposition of strata fines), and, has engaged in illegal activity (that is, the theft of other residents’ property) which has jeopardized the lawful right and interest of other occupants.

Further, given the ongoing and recent nature of events, it is also my finding that it would be unreasonable and unfair to both the landlord and other occupants of the property for the landlord to have to try ending this tenancy by way of a *One Month Notice to End Tenancy for Cause*, under section 47 of the Act.

Taking into consideration all of the undisputed evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of establishing grounds to end the tenancy under section 56 of the Act. As such, the tenancy is hereby ordered ended effective immediately and the landlord is granted an order of possession of the rental unit.

A copy of the order of possession is granted to the landlord, in conjunction with this decision. It is the landlord's responsibility to serve a copy of the order of possession on both tenants by any method of service permitted under [section 88](#) of the Act.

Finally, section 72 of the Act permits me to order compensation for the cost of the filing fee to a successful applicant. As the landlord succeeded in his application, I award him \$100.00 to cover the cost of the filing fee. Pursuant to section 38(4)(b) of the Act, the landlord is ordered and authorized to retain \$100.00 of the tenants' security deposit in satisfaction of this award. (The balance of the tenants' security deposit must, of course, be managed in accordance with section 38 of the Act.)

### Conclusion

For the reasons given above, the landlord's application is hereby **GRANTED**.

This decision is final and binding and is made on delegated authority under section 9.1(1) of the Act.

Dated: April 11, 2022

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Residential Tenancy Branch