



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** ET, FF

### **Introduction**

This hearing dealt with an application by the landlord for an early end to tenancy and to recover the filing fee. The landlord testified that on February 23, 2009, the notice of hearing and application for dispute resolution were served on the tenant in person. A witness for the landlord attended the hearing and confirmed that the landlord had served the package on the tenant in person. The tenant did not participate in the conference call hearing. I was satisfied that the tenant was served in accordance with the requirements of the Act and the hearing proceeded in the tenant's absence.

### **Issues to be Decided**

Does the landlord have cause to end the tenancy early?

### **Background and Evidence**

The undisputed testimony of the landlord is as follows:

The rental unit is located in the lower level of the home and there is a common area which houses a laundry machine behind a bifold door, located just outside the tenant's front door. This common area leads out into a garage and the door connecting the two is also used by the tenant for garbage disposal. The landlord stated that on February 21, 2009, the landlord's son and daughter in law went into the garage to check the breaker. The tenant opened the door from the common area to the garage and then shut and locked it. The landlord's relatives were locked outside the house in the garage, and were able to leave through the main garage door. The landlord was home to let them into the main house. The landlord stated that after this incident, the landlord decided to change the lock on the door so that the tenant would not be able to lock the landlord out of the house. On February 22, 2009, the witness and the witness's daughter attempted to change the lock and heard the laundry machine in operation. The witness opened the bifold door that houses the machine, and then proceeded to open the lid of the machine to check what was in it. The witness stated that there were

no clothes in the machine and as the witness was checking out the machine, the tenant opened her front door and started screaming at the witness and took exception to the witness interfering with the tenant's laundry. The witness' daughter turned off the machine and moved the bifold door to protect it from the tenant's door. The tenant banged her door on the bifold door and broke it. The witness and her daughter ran up to the landlord's home and the tenant followed them. Once inside the home, the witness's daughter called 911. The officer spoke with both parties and no further action was taken.

The landlord has served the tenant with a one month notice to end tenancy for cause and the hearing is scheduled for mid-March. The landlord testified that she fears for her safety if the tenancy continues until the March hearing.

### **Analysis**

In addition to proving that there is cause to end the tenancy, in an application of this nature the landlord must clear a second hurdle. Under section 56(2)(b) of the Act, in order to establish a claim for an early end to tenancy, the landlord must establish that "it would be *unreasonable, or unfair* to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47". I am not satisfied that this unreasonableness or unfairness exists in these circumstances.

While the incidence was unfortunate, there is no certainty that it will recur if the landlord and the landlord's witness refrain from checking the laundry machine while it is in use by the tenant. The tenant has the use of the door to the garage for garbage disposal, hence pursuant to Section 31 of the *Residential Tenancy Act*, the landlord must not change locks unless the tenant agrees to the change and the landlord provides the tenant with new keys. The landlord's concerns regarding the behaviour of the tenant in response to the witness checking the tenant's laundry and attempting to change the lock, do not in my view create an unreasonableness or unfairness that gives rise to an extraordinary remedy of this nature.

While this may establish cause to end the tenancy upon one month's notice, these allegations do not give rise to an extraordinary remedy such as this. For the above

reasons I dismiss the landlord's application.

The landlord must bear the cost of the filing fee.

**Conclusion**

I find that the landlord has not proven the landlord's claim and hence I dismiss the application.

Dated February 27, 2009.

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Dispute Resolution Officer