

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking an order of possession to end the tenancy early and without notice.

The hearing was conducted via teleconference and was attended by the landlords, their witness and the tenant.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy earlier than the tenancy would end if notice to end the tenancy were given under Section 47 and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 56, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlords have submitted a written assertion that they feel the safety of themselves, their family and their property is in jeopardy. The landlords contend there have been slanderous statements expressed in writing about their character, behaviour and conduct.

The landlord further wrote that "false statements and accusations relating to attempts to resolve electrical safety issues has caused us a distinct sense of egress in terms of dealing with the tenant occupying our rental residence..."

Both parties have submitted substantial documentation related to the tenant's Application for Dispute Resolution set for a hearing on October 12, 2010.

In their testimony the landlords indicate their primary concerns are that the tenant has alleged there is an electrical problem in the rental unit but when inspected by the tenant's electrician it was noted there were only two problems, one of which was that the tenant had an extension cord running between the mattress and box spring of her son's bed.

The landlords also state the tenant is refusing them, in particular the female landlord, to enter the unit to bring in their electrician to investigate any problems. The landlords testified that the tenant has also made slanderous remarks both verbally and in written format to a number of members of their community, including the local health authority, the municipality and others.

The landlords also note the tenant is failing to cut the grass as is required under their tenancy agreement. The landlords contend that as a result of the above noted issues they fear for the safety of themselves, their family and their property. The landlords testified they issued a 1 Month Notice to End Tenancy for Cause (Section 47 of the *Act*) on September 17, 2010 with an effective date of November 1, 2010.

Analysis

Section 56 of the *Act* allows a landlord to apply for an order to end a tenancy on a date earlier than the tenancy would end if notice to end the tenancy were given under Section 47. To be successful in such an application the landlord must first show there is cause to end the tenancy and then that it would be unreasonable or unfair to the landlord or other occupants of the residential property to wait for a 1 Month Notice to End Tenancy for Cause to take effect.

Section 29 allows the landlord to enter a rental unit as long as the landlord:

- a) Has obtained permission at the time of entry;
- b) At least 24 hours before entry, the landlord gives the tenant written notice that includes the purpose of entering (which must be reasonable) and the date and time of entry;
- c) Has an Dispute Resolution Services order authorizing the entry;
- d) Has determined the tenant has abandoned the rental unit;
- e) Has determined an emergency exists and the entry is necessary to protect life or property.

While I accept the tenant has interfered with the landlord's ability to act on the tenant's complaint regarding electrical problems and the landlord's subsequent understanding of the tenant's electrical hazard, the *Act* requires the interference must be significant. I am not satisfied that this interference is sufficiently significant to support the landlord's application.

While, not part of this decision, during the hearing I advised the parties that the tenant cannot refuse entry to the unit by the landlord as long as the landlord has complied with Section 29.

I also find the issues of slanderous remarks in the community and the dispute over grass cutting are not sufficient issues to warrant an end to the tenancy without the issuance of a 1 month notice as required under Section 47.

Conclusion

I find that the landlords have failed to establish sufficient justification to end the tenancy under Section 56 of the *Act* and I therefore dismiss their application in its entirety.

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: October 05, 2010.

Dispute Resolution Officer