



# 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 the landlord's Application for Dispute Resolution seeking an order of possession to end the tenancy early. The hearing was conducted via teleconference and was attended by the landlord; his two witnesses and the tenant.

The landlord confirmed during testimony that he had not provided the tenant with any of the written statements that he submitted to the Residential Tenancy Branch as evidence prior to the hearing. I informed both parties that as a result I would not be considering any of the landlord's documentary evidence.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice, pursuant to Section 56 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord testified the tenancy began on March 1, 2014 as a 6 month fixed term tenancy for a monthly rent of \$500.00 due on the 1<sup>st</sup> of each month.

The landlord and his witnesses all submit that the tenant is very disruptive; that she is demanding; and causes disturbances on an ongoing basis. They all testified that she is often drunk and kicks different unit doors in the residential property.

The tenant submits that it is the other tenants who are disruptive to her. She states that she has done nothing wrong. The tenant testified that she has not had a drink since before she moved in to the rental unit.

She states that one of the witnesses sexually assaulted her and that another witness threatened her with physical violence. The respective tenants denied both of these allocations.

### Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
  - 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, or
  - 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 rental unit or residential property;
- b) And 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 to take effect.

To end the tenancy without a notice to end the tenancy issued under Section 47 is reserved for the most extreme cases. The two part test requires that first the landlord has cause to end the tenancy and secondly the tenant has done something so heinous or outrageous that the remaining occupants or the landlord might suffer some harm if the tenancy were to continue until a 1 Month Notice could take effect.

Without making a finding on whether or not there is sufficient cause to end the tenancy I find that the landlord has provided insufficient evidence to establish that the tenant has done anything to indicate that the other occupants or the landlord would suffer any harm if the tenancy were to continue until a 1 Month Notice could take effect.

Conclusion

Based on the above, I dismiss the landlord's 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: April 08, 2014

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Residential Tenancy Branch

