



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing dealt with the landlord's application to end the tenancy early and obtain an order of possession pursuant to section 56 of the Act. The landlord, the tenant and four witnesses for the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The landlord stated that she had only received the tenant's evidence two days before the hearing. The tenant confirmed that he only served his evidence on the landlord "a few days ago." I therefore did not admit the tenant's documentary and photographic evidence. The parties and all witnesses were given full opportunity to give affirmed testimony. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Should I end the tenancy early, pursuant to section 56 of the Act?

Background and Evidence

The tenancy began on May 1, 2014 as a month-to-month tenancy. On February 1, 2015 the landlord served the tenant with a notice to end tenancy for landlord's use. The notice only indicated "March 2015" as the effective date of the end of tenancy.

The landlord stated that on April 30, 2015 at 1:00 p.m. she attended at the rental unit to carry out a move-out inspection with the tenant. The landlord stated that the inspection "did not go over well." The landlord stated that she told the tenant that she wanted to address the leak and mould in the lower bedroom right away, and the tenant at first appeared fine with that. The landlord stated that as she and others began remediating

the mould problem, and then the tenant and several of his family and friends began to verbally threaten the landlord. The landlord submitted two written statements dated May 1, 2015, in which witnesses indicated that they heard the tenant say to the landlord “get out or I will beat the living fuck out of you.” The landlord stated that she has never felt so ganged up on in her life.

The tenant’s response was that the landlord and the people with her began removing locks and were walking around with sledgehammers. The tenant stated that he felt his safety was threatened. The tenant’s witnesses described between five and seven people in the basement with sledgehammers. One witness stated that he told one big, mouthy guy, “I’ll eat you for breakfast.” Another witness stated that the tenant did not threaten anyone. The third witness said that she spoke to the landlord, who said, “I’m afraid for my life.” She also stated that everyone was pretty stressed out. The fourth witness stated that the landlord’s boyfriend seemed to be the nastiest of them all, making derogatory comments to the tenant. She stated that she recalled the landlord’s boyfriend saying something like, “that motherfucker is in big trouble now.”

Analysis

I find that the landlord has failed to provide sufficient evidence to establish that the tenancy should end early under section 56 of the Act.

Section 56 provides a remedy that is reserved for situations in which there is a serious measure of urgency, threat of imminent harm or liability risk such that it would warrant the immediate removal of the tenant from the premises without any notice.

In this case, the evidence from both sides shows that on April 30, 2015 there was clearly a heated incident between the landlord and the people with her, and the tenant and the people there with him. I find it is more likely than not that people on both sides were “stressed out,” using derogatory language and possibly threatening each other. However, the landlord has not provided sufficient, clear evidence to establish that there was such a serious measure of urgency that the tenancy should be ended under section 56. The landlord’s application is dismissed.

As the landlord’s application was unsuccessful, she is not entitled to recovery of her filing fee for the cost of his application.

Conclusion

The landlord's application for an early end of tenancy is dismissed, with the effect that the tenancy continues until such time as it ends in accordance with the Act.

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: May 28, 2015

Residential Tenancy Branch

