



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 an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. The landlord also applied for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Does the landlord have cause to end the tenancy early?

Background and Evidence

The tenancy started in September 2015 for a fixed term of 10 months. At the end of the fixed term the parties entered into another fixed term of one year which ended on July 31, 2016. A copy of the tenancy agreement was filed into evidence. The agreement did not contain a clause that required the tenant to move out at the end of the fixed term. The rental unit consists of a house occupied by five tenants.

The tenant stated that on July 18, 2016, he received a notice of this hearing from the landlord. The package contained a notice to end tenancy for cause dated July 13, 2016. The tenant stated that he made application to dispute the notice and that this is scheduled to be heard on August 24, 2016.

The landlord stated that the tenant has additional people living in the rental unit which contravenes the tenancy agreement and the city by laws. The landlord also stated that the tenants have removed fire doors, removed the fire extinguisher from the kitchen and have blocked off a fire exit which poses threats to the safety of the occupants. The landlord stated that upon visiting the rental unit she was met with hostility and intimidation and the tenants are uncooperative with her with regard to answering her notes or opening the door when she visits. The tenant denied the landlord's allegations.

Based on the above the landlord served the tenant with a notice to end tenancy for cause dated July 13, 2016. The landlord stated that due to all the safety issues in the home and the hostile behaviour of the tenants, she applied for an early end to tenancy.

Analysis

Section 56 is an extraordinary remedy that is reserved for situations in which there is a clear and present danger, or a genuine threat of imminent harm of such an extreme nature that it would warrant immediate intervention and removal of the tenant.

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” .

Based on the documentary evidence and testimony of the parties, I find that even if I accept that the tenants acted in the manner alleged by the landlord, I find that a situation such as this does not pose an immediate threat to the safety of the landlord. Therefore I am not persuaded that it would be unreasonable or unfair for the landlord to wait while a one month notice to end tenancy takes effect. While it is possible that the landlord may have cause to end the tenancy upon one month’s notice, the landlord has not established grounds for an extraordinary remedy such as this. For the above reasons, I dismiss the landlord’s application to end tenancy early.

The landlord has not proven her case and must therefore bear the cost of filing this application.

Conclusion

The landlord’s application is dismissed.

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: August 04, 2016

Residential Tenancy Branch