



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

On September 17, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an Order of Possession for an early end of tenancy. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The Landlord stated that she provided several documents to the Tenant as part of the Notice of Hearing package; however, the Tenant stated she only received the Notice of Hearing, not the documents. The Landlord failed to provide sufficient evidence that the evidence was served to the Tenant, therefore, the Landlord’s incident reports were not admitted during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Should the tenancy be ended, and an Order of Possession issued, in accordance with Section 56 of the Act?

### Background and Evidence

The Landlord and the Tenant agreed on the following terms of the tenancy:

The month-to-month tenancy began on April 1, 2018 and the Tenant pays \$435.00 per month. The Landlord collected a security deposit in the amount of \$375.00.

The Landlord testified that the Tenant entered the staff office on September 10, 2018, rummaged around the office for sixteen minutes and left the office with various undisclosed items. The incident was caught on video and the police were called. The Landlord stated that the Tenant, in front of the police, admitted to the incident and

instead of being criminally charged for the incident, agreed to sign a Mutual Agreement to End a Tenancy for September 17, 2018.

The Landlord stated that the Tenant has been involved in other criminal activities in the building including breaking and entering into other units and threatening to light her rental unit on fire if she was forced to leave the rental unit.

The Tenant testified that she did not break into the staff office and that the door was wide open. She stated that she was looking for personal papers and that when the police attended, she was faced with either having charges pressed or signing the Mutual Agreement to End a Tenancy. The Tenant felt as if she was forced to sign the Mutual Agreement to End a Tenancy.

The Tenant admitted to using a ladder to get into her own rental unit and that she didn't break into any other units.

#### Analysis

Section 56 of the Act establishes the grounds whereby a Landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a Landlord's Notice to End Tenancy for Cause. In order to end a tenancy early and issue an Order of Possession under Section 56, I need to be satisfied that the Tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, **and***

*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 [landlord's notice: cause] to take effect.*

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

Based on the testimony and evidence before me, I am satisfied that the Landlord has grounds to end this tenancy for cause, but I am not satisfied that the situation is so urgent that it should end earlier than a One Month Notice to End Tenancy for Cause would normally take effect. I find that the Landlord failed to provide sufficient evidence that this tenancy should end, pursuant to Section 56 of the Act.

As a result, I dismiss the Landlord's Application to end the tenancy early.

#### Conclusion

I dismiss the Landlord's Application to end the tenancy early, pursuant to Section 56 of 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: October 22, 2018

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Residential Tenancy Branch