



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to this tenancy and an Order of Possession, pursuant to section 56;
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The tenant confirmed receipt of the landlord's application for dispute and evidentiary package. The tenant is found to have been duly served with these documents in accordance with section 89 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to an early end of tenancy?

Can the landlord recover the filing fee?

### Background and Evidence

The landlord provided undisputed testimony that this tenancy began on October 1, 2018. Rent is \$850.00 per month and a security deposit of \$750.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord said he was seeking an emergency end of tenancy because the rental unit "doesn't feel safe." When asked to provide more detail on this, the landlord alleged the tenant had repeatedly failed to pay rent, had allowed squatters to live in the basement, had assaulted him [the landlord] on December 2, 2018, and intimidated an adjacent tenant. The landlord said the police were called to the property on December 2, 2018

following an incident between the parties. The landlord confirmed that while the tenant was removed from the property, no charges were brought against the tenant.

The tenant disputed the landlord's version of events. The tenant said he was in fact the victim of an assault on December 2, 2018. The tenant explained the landlord had entered the property without permission on the date in question. The tenant acknowledged that a confrontation had occurred between the parties but stated he had acted in self-defence. The tenant confirmed one other person was living in the rental suite but denied he allowed "squatters" to live on the property. The tenant said this other person was his roommate and this person assisted him in paying the rent in its entirety.

The landlord provided two letters in support of his application. In addition the landlord said the tenant had caused a significant amount of damage to the property, "destroying" the unit. The tenant acknowledged some repairs were required but disputed that the damage was as described by the landlord.

### Analysis

Section 56 of the *Act* requires the landlord to show, on a balance of probabilities, that the tenancy must end earlier than the thirty days indicated on a 1 Month Notice, due to the reasons identified in section 56(2) of the *Act* **AND** that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect, as per section 56(2)(b).

On a balance of probabilities and for the reasons stated below, I find that the landlord's application fails the second part of the test under section 56(2)(b) of the *Act*. I find that the landlord did not provide sufficient evidence that it would be "unreasonable" or "unfair" to wait for their 1 Month Notice to be decided on the merits of a 1 Month Notice.

The landlord confirmed that the tenant was not charged by the police following the incident on December 2, 2018. Furthermore, the landlord did not produce a police report describing the incident nor did the landlord provide any evidence of damage purportedly caused by the tenant to the rental unit. While the landlord submitted written statements written by two neighbouring units describing issues concerning the tenant, I find neither statement speaks to the incident of December 2, 2018 described by the landlord as being the primary motivation for seeking an early end of tenancy. Furthermore one statement is unsigned. I therefore place little weight on this evidence.

Accordingly, I dismiss the landlord's application for an early end to this tenancy. This tenancy shall continue until it is ended in accordance with the *Act*.

Conclusion

The landlord's application for an Early End of Tenancy is dismissed. This tenancy shall continue until it is ended in accordance with the *Act*.

The landlord must bear the cost of his own filing fee.

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: January 11, 2019

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Residential Tenancy Branch