



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 landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:42 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. Landlord D.A.K. attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that landlord D.A.K. and I were the only ones who had called into this teleconference.

Landlord D.A.K. testified that she personally served the tenants with her application for dispute resolution on August 10, 2019. I find that the landlords' application for dispute resolution was served on the tenants in accordance with section 89 of the *Act* and the Director's Standing Order on the service requirements for expedited hearings.

Issues to be Decided

1. Are the landlords entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?

2. Are the landlords entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord D.A.K., not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided the following undisputed testimony. This tenancy began on August 1, 2019 and is currently ongoing. Monthly rent is \$800.00. A security deposit of \$00.00 was paid by tenant K.C. to the landlords. A written tenancy agreement was not signed by the parties.

Landlord D.A.K. testified that tenant K.C. is well behaved when she is sober but is aggressive and subject to violent outbursts when she is drunk. Landlord D.A.K. testified that on a number of occasions tenant K.C. has threatened to kill her and beat her up and has struck her on one occasion.

Landlord D.A.K. testified that the police have been called on two occasions, the police file numbers were provided.

Landlord D.A.K. testified that she had audio recordings of the tenant screaming at her but did not enter them into evidence because she is not good with computers.

Landlord D.A.K. testified that she served the tenant with a One Month Notice to End Tenancy for Cause on July 29, 2019 and the tenant has not disputed the notice.

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 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.

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

On this occasion I find that the landlord has not provided me with convincing evidence for ending the tenancy earlier than the notice already given to the tenant. The landlord did not enter any physical evidence such as audio recordings or witness statements into evidence to support her testimony.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In this case, I find that the landlords have not met the burden of proof to prove their claim and so their application for an early termination of the tenancy is dismissed without leave to reapply.

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 27, 2019

Residential Tenancy Branch