



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **ET FFL**

### Introduction

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

- An order for an early termination of tenancy and an Order of Possession for an immediate and severe risk pursuant to section 56;
- Authorization to recover the filing fees from the tenant pursuant to section 72.

The landlord attended the hearing and was given a full opportunity to present affirmed evidence. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:42 a.m. to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. 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 the landlord and I were the only ones who had called into this teleconference.

The landlord testified that she served the Notice of Expedited Hearing and evidence to the tenant by taping the package to the tenant's door on August 28, 2019 at 1:29 p.m. A filed, witnessed Proof of Service document was filed to confirm the landlord's testimony. I am satisfied the tenant has been served in accordance with section 89 of the *Act* and Rule 10 of the Residential Tenancy Branch Rules of Procedure.

### Preliminary Issue

The landlord provided in her material an amendment to her application seeking an Order of Possession pursuant to a one month notice and a monetary order. The landlord advised she did not understand that she could not seek both an early end to tenancy and an Order of Possession pursuant to a one month notice. She was also unaware that a monetary order could not be sought when pursuing an early end to tenancy. I denied the landlord's application to amend the application in accordance with section 64 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an early end to tenancy?

Can the landlord recover the filing fee?

Background and Evidence

The landlord provided the following undisputed testimony. The tenancy began in early June of 2019. The tenant rents the lower portion of the landlord's home at \$750.00 per month payable on the first day of the month. The tenant has his own kitchen and bathroom, not shared with the landlord. The landlord and her mother live on the upper floor of the home.

On August 13, 2019 at approximately 10:00 p.m. the tenant punched the tenant's mother in the face, causing bruising and swelling. The punch took place while on the subject property and was witnessed by the landlord. Photographs of the injuries to the landlord's mother was provided as evidence.

On August 21, 2019, the landlord filed an application for an early end to tenancy.

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.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

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.

I find the landlord has provided sufficient evidence to show the tenant has seriously jeopardized the safety of another occupant living in the house by assaulting her. The landlord has provided undisputed compelling testimony and sufficient photographic evidence to satisfy me that it would be unreasonable to the landlord and her mother to wait for a notice to end tenancy under section 47 to take effect. There is an immediate an imminent danger to the landlord. Accordingly, I issue an Order of Possession to the landlord pursuant to section 56 of the *Act*.

As the landlord's application was successful the landlord is entitled to recover the filing fee for this application. I award the landlord the \$100.00 filing fee to be recovered from the tenant. Should the landlord be in possession of any security deposit taken at the commencement of the tenancy, the landlord is entitled to retain \$100.00 of the security deposit in accordance with sections 38 and the offsetting provisions of 72 of the *Act*.

#### Conclusion

I grant an Order of Possession to the landlord effective **24 hours after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of \$100.00.

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: September 12, 2019

---

Residential Tenancy Branch