



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On April 7, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that she served the Tenant with the Notice of Dispute Resolution Proceeding by posting it on his door on April 9, 2020 at 7:30 pm. The Landlord provided a proof of service document signed by a witness to the service of the Notice. I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act. The Tenant was deemed served on April 12, 2020.

The hearing proceeded and the Landlord provided with an opportunity to ask questions about the hearing process. She was provided with the opportunity to present affirmed oral testimony and to make submissions 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.

### Background

The Landlord testified that the tenancy began on April 1 2019, on a month to month basis. The Tenant shares the rental unit with another occupant under a separate tenancy agreement. The Landlord testified that rent in the amount of \$600.00 is due by the first day of each month.

The Landlord was asked if she has served the Tenant with any notices to end tenancy. The Landlord testified that she served a One Month Notice to End Tenancy for Cause to the Tenant on March 1, 2020.

The Landlord did not provide a copy of the One Month Notice. The Landlord stated that the reasons for ending the tenancy within the One Month Notice are:

*Tenant or a person permitted on the property by the Tenant has:*

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*
- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*
- *Put the Landlord's property at significant risk*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*

The Landlord stated that the Tenant did not dispute the One Month Notice and did not vacate the rental unit. The Landlord was asked why she did not apply for an order of possession based on the issuance of the One Month Notice and she replied that she does not know how to deal with the issue.

On April 7, 2020, the Landlord applied for dispute resolution under section 56 of the Act seeking an early end to the tenancy and an order of possession for the rental unit.

The Landlord testified that the roommate of the Tenant was feeling threatened by the Tenant and moved out of the rental unit at the end of March 2020. The Landlord provided audio/ video recordings of the Tenant acting out aggressively towards the roommate.

The Landlord testified that the Tenant has mental health issues and is bringing undesirable people into the rental unit who are drug addicts and sick. She stated that somebody is stealing bicycles in the neighborhood and she believes it's a friend of the Tenant.

The Landlord provided photographs showing the unclean condition of the rental unit. The Landlord testified that the Tenant has not threatened her; however, he shouts at her.

### Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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 interest 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,
- 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, or
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.** [my emphasis]

Based on the testimony and documentary evidence before me I make the following findings:

An application under section 56 of the *Act* for an early end of tenancy is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

I find that the Landlord issued a One Month Notice to End Tenancy for Cause on May 1, 2020. The Landlord was at liberty to apply for dispute resolution on March 14, 2020 requesting an order of possession based on the One Month Notice.

I find that the reasons for ending the tenancy contained in the One Month Notice appear to be similar to the reasons that the Landlord is presenting at this hearing.

While I find that the Tenant's behavior is concerning and may be sufficient to end the tenancy, I must consider whether or not it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a hearing based on the One Month Notice.

I note that the other occupant of the rental unit moved out at the end of March 2020 prior to the Landlords application for an early end of tenancy.

I find that the Landlord did not exercise her right to apply for dispute resolution for an order of possession based on the issuance of the One Month Notice.

I note that on March 30, 2020 the Minister of Public Safety and Solicitor General declared a state of emergency because of the COVID -19 pandemic. The Ministerial Order provides that a Landlord must not issue a notice to end tenancy while the Order is in effect. The Order provides that the director must not grant an order of possession under section 55(1) or 55(2) of the Act. A Landlord must not file an order of possession in the Supreme Court of British Columbia unless the order of possession was granted under section 56 or 56.1 of the Act.

I find that the Landlord could have pursued the matter earlier and it would not be unreasonable, or unfair to the Landlord, to wait for the notice to end the tenancy under section 47 to take effect. The Landlord's application for an early end of tenancy and an order of possession for the rental unit is dismissed.

### Conclusion

The Landlord issued a One Month Notice to the Tenant 30 days prior to applying for an early end of tenancy.

I find that it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to proceed with enforcement of the One Month Notice.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit 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: April 21, 2020

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Residential Tenancy Branch