



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On April 15, 2020, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing and the Tenant attended the hearing as well, with J.P attending as an advocate for the Tenant. All parties provided a solemn affirmation.

The Landlord advised that the Tenant was served the Notice of Hearing and evidence package by posting it to the Tenant’s door on April 24, 2020. The Tenant confirmed that she received this package on April 25, 2020; however, she advised that she never received two pages of evidence prior to this date. Regardless, based on the undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing and evidence package.

The Tenant advised that she did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord advised that the tenancy started on March 1, 2020, that rent was due in the amount of \$1,000.00 per month, and that it was due on the first day of each month. A security deposit of \$500.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

The Landlord advised that on March 12, 2020, the Tenant had a party where her boyfriend and their friends had a fight, and consequently, the police were called to attend. Despite this, the Tenant would continue to have parties after this date. He stated that the Tenant's boyfriend would drunkenly chase other tenants of the property, that he would knock on their doors at night, and that he would kick their doors. He submitted that this boyfriend would use abusive language and would threaten the other tenants, and that these tenants would warn him that they would call the police. However, the Landlord is not sure what the boyfriend said or how the boyfriend threatened these other tenants. He is also not sure if any of these other tenants had called the police to report this behaviour. He advised that his other tenants have moved or are in the process of moving now because they do not feel safe. While the Landlord stated that there were numerous calls to the police, he did not submit any evidence to corroborate this nor did he submit any evidence from any of the complainant tenants to support that these interactions or incidents occurred.

J.P. advised that it was true that the police were called; however, these calls were initiated by the Tenant and there have been no issues since April 23, 2020. She stated that the police had been called because of interactions between the Tenant and her boyfriend. She submitted that the boyfriend no longer lives in the rental unit and that the Tenant has a restraining order and a no contact against him. She acknowledged that the Tenant's front door was damaged, but that has been repaired now. She stated that with respect to the Landlord's allegations, no other tenants have moved out and no evidence was submitted to support this. Furthermore, she advised that the Tenant disagrees with the Landlord's allegations that her boyfriend acted inappropriately and that she did not witness any of the interactions that he testified to.

The Landlord took issue with the Tenant's advocate making submissions on the Tenant's behalf.

## Analysis

Section 56 of the *Act* establishes the grounds for a Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.*

When reviewing the totality of the evidence before me, I understand the concerns of the Landlord; however, when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. In the case before me, the Landlord should have easily been able to obtain evidence from his other tenants confirming his allegations against the Tenant's boyfriend. Furthermore, the consistent and undisputed evidence is that the only times the police were called was because the Tenant called due to her abusive relationship with her boyfriend. If the incidents alleged by the Landlord did in fact occur, it does not make sense to me why any of his other tenants would not have called the police to report these behaviours.

As the onus is on the Landlord to prove his claim, under the circumstances described, I find that he has provided insufficient evidence to warrant ending this tenancy early

based on this type of Application. Consequently, I find that the Landlord is not entitled to an Order of Possession and I dismiss this Application in its entirety.

As the Landlord was not successful in this claim, I find that he is not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

Based on the above, I dismiss the Landlord's Application 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: May 21, 2020

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Residential Tenancy Branch