



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on June 5, 2020, wherein the Landlord sought an early end to tenancy as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 9:30 a.m. on June 25, 2020. Initially, only the Landlord's husband, P.S., called into the hearing. He advised that the Landlord was scheduled in another hearing at the residential tenancy branch also at 9:30 a.m. Twenty minutes into the hearing, at 9:50 a.m., the Landlord called into the hearing.

The Tenant did not call into the hearing, although I left the teleconference hearing connection open until 9:54 a.m. Additionally, 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, her husband, P.S., and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. P.S. testified that they served the Tenant with the Notice of Hearing and the Application on June 8, 2020 at 4:00 p.m. by posting to the rental unit door.

Section 89(2)(d) of the *Residential Tenancy Act* provides that an Application for an early end to tenancy may be served by posting to the rental unit door. Section 90 of the *Act* provides that documents served in that manner are deemed served three days later. As such, I find the Tenant was duly served with notice of the hearing on June 11, 2020 and I proceeded with the hearing in his absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to an early end to tenancy pursuant to section 56 of the *Residential Tenancy Act*?
2. Should the Landlord recover the filing fee?

### Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement confirming that this tenancy began November 16, 2019. Monthly rent was \$2,000.00 and the Tenant paid a security deposit of \$890.00.

On the Application, the Landlord indicated they sought an early end to tenancy for the following reasons:

*"Tenant, [name withheld], has allowed many squatters and druggies to move into my rental property. Property is trashed and neighbours are constantly phoning me in the middle of the night about loud music and noises, needles all over, strong foul stench from dog feces in the front and backyard. RCMP have been to this property numerous times.*

The Landlord provided written submissions in which they wrote that the first complaint they received from the neighbours was in the first week of January of 2020. The nature of the complaint was that there were "too many people and loud noise disturbing the peace of the neighbourhood".

The Landlord then sent a warning letter to the Tenant on January 7, 2020 a copy of which was provided in evidence. In this letter the Landlord wrote that they had received complaints about noise at the rental property. The Landlord also writes that there are too many dogs and vehicles outside. The Landlord also requested names and telephone numbers of anyone living at the property.

P.S. testified that on June 4, 2020, the Landlord received another complaint from the neighbour. A copy of a letter dated June 4, 2020 was provided in evidence which was not signed. Further, this neighbour refused to disclose their name.

P.S. stated that on June 4, 2020, the Landlord called the police. He stated that the reason for the call was because the Tenant was disturbing the neighbour and disturbing the Landlord. P.S. also stated that he believes the Tenant is a drug dealer and that the Tenant has allowed homeless people to live in the rental unit.

In the June 4, 2020 letter, the Landlord indicated she would inspect the property. P.S. confirmed that he was in the property the week prior to the hearing and he believes that the Tenant is also damaging the property.

As noted, the Landlord called into the hearing late. When she called in, she was afforded the opportunity to testify in support of her claim.

The Landlord stated that the police have been to the rental unit many times. She stated that the neighbours called the police “many times”. She was not able to provide the dates of these calls, nor any details as to the nature of the calls.

The Landlord stated the Tenant has allowed “drug dealers, squatters, and prostitutes to live in the rental property”. The Landlord also stated that the Tenant and his friends collect welfare and yet don’t pay the rent. The Landlord also stated that the Tenant has not paid the city utility bill.

I informed the Landlord that not only must she prove cause to end the tenancy, but that there was some urgency to her request. At this time, she began crying and stated that she could not afford to have these people, who are cheating the government, living in her house.

### Analysis

Section 56 of the *Act* provides that a tenancy may be ended early (without having to wait for a 1 Month Notice to End Tenancy for Cause to take effect) if the Landlord provides sufficient evidence that the Tenant has

- significantly interfered with the Landlord or another occupant of the residential property;

- seriously jeopardized the health or safety or lawful right or interest of the Landlord or another occupant;
- put the Landlord's property at significant risk;
- engaged in illegal activity that
  - has damaged or is likely to damage the Landlord's property,
  - has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
  - has jeopardized a lawful right of another occupant or the Landlord; or
- caused extraordinary damage to the residential property

*and* it would be unreasonable or unfair to the Landlord or other occupants to wait for a notice to end tenancy for cause to take effect (emphasis added)

A Landlord may end a tenancy for cause pursuant to section 47 of the *Residential Tenancy Act*. Section 56 is to be invoked *only* when there is urgency to a request to end a tenancy.

In this case the Landlord alleged the Tenant is disturbing the neighbours. Documentary evidence supplied by the Landlord indicates that she has received two complaints from the neighbours, one in January of 2020 and another in June of 2020. The letter provided in evidence, purportedly written by one of the neighbours, was not signed, nor was the author identified; as such, I am unable to give this letter any evidentiary weight and have not considered the contents of the letter in making this my Decision.

The Landlord claimed the police had attended the rental unit "many times". Neither the Landlord, nor her spouse, were able to provide any details of these alleged calls nor could they provide any details as to the circumstances giving rise to such calls. The only call for which the Landlord had any information was the call she made to the police on June 4, 2020, the day before she filed her application. She stated that she called the police because the Tenant was disturbing the neighbours.

The Landlord also alleged the Tenant was allowing "drug dealers, squatters and prostitutes" onto the property. Aside from the Landlord's testimony, the Landlord failed to submit any evidence to support such allegations of criminal behaviour.

The Landlord also stated that the Tenant was collecting financial assistance from the government yet not paying rent or paying the municipal utility. Financial concerns such

as unpaid rent are not a relevant consideration in a request to end a tenancy early pursuant to section 56.

Clearly the Landlord is concerned about her rental property and has serious concerns about the guests the Tenant has allowed to attend the property. However, without evidence to support her allegations, I am unable to find, on a balance of probabilities, that this tenancy should end pursuant to section 56.

While the Tenant and his guests may be putting the Landlord's property at risk, or engaging in criminal activity, I require more than the Landlord's testimony to make such a finding of fact.

Similarly, the Landlord's spouse indicated that he inspected the property the week prior to the hearing and felt the Tenant may be damaging the property; section 56 requires the Landlord to prove that the Tenant has caused *extraordinary damage*; in this case, I was not provided evidence to support such a finding.

I am also not satisfied the Landlord has proven that it would be unreasonable or unfair to wait for a 1 Month Notice to End Tenancy for Cause to take effect.

As discussed during the hearing, the Landlord may issue a 1 Month Notice to End Tenancy for Cause pursuant to section 47 of the *Act*. The Landlord may also request a monetary order for unpaid rent, should the Tenant be in arrears of his rent payments.

### Conclusion

The Landlord's request for an early end to tenancy is dismissed. Having been unsuccessful her request to recover the filing fee is similarly 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: June 25, 2020

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Residential Tenancy Branch