



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

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

- an early end to this tenancy and an order of possession pursuant to section 56.

The landlords attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlords stated that the tenant was served with the notice of hearing package via email as directed by the Director of the Residential Tenancy Branch on June 9, 2020. The landlords stated that the tenant was served with all of the submitted documentary evidence via email on June 9, 2020, June 21, 2020 and July 2, 2020. The landlords have submitted copies of the sent emails and their attachments the regularly used email communication between the two parties. I accept the undisputed affirmed evidence of the landlords and find that the tenant was sufficiently served as per sections 88 and 89 of the Act. Although the tenant did not attend, I find that the tenant is deemed served as per section 90 of the Act.

Issue(s) to be Decided

Are the landlords entitled to an early end to the tenancy and to obtain an order of possession?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 15, 2020 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated January 27, 2020. The monthly rent is \$1,200.00 payable on the 1st day of each month. A \$600.00 security deposit was paid on January 27, 2020.

The landlords seek an early end to the tenancy and to obtain an order of possession. The landlords provided written details which states,

Tenant is suspected of illegal activities including drug use, drug trafficking and possible prostitution RCMP #... Tenant has been reported twice for child safety violations to 911...Landlord is pregnant with expected due date: Jun 5. Vulnerable and intimidated Landlords have had to move out to parents' house to avoid health risk to mother and to-be-born infant Tenant is non-compliant (since Apr 30) with Notice to End Tenancy for Cause of threat to health and safety.

[reproduced as written]

During the hearing the landlords stated that subsequent to the application being filed the tenant issued "a death threat" to a neighbor. The landlords claim that while in the driveway of the rental the tenant "threaten my life", "put me in grave with his hands clean". The landlord stated that the neighbor informed the landlords of this incident immediately and reported it to the local police.

The landlords were notified that the Residential Tenancy Branch does not have access to police files and as such is unable to investigate the matter.

The landlords called a witness, D.P. the neighbor who stated that during an incident on June 13, 2020 an altercation occurred between the witness and the tenant where both parties were engaged in verbal shouting where the witness threatened to "smash in face" of the tenant, who in turn said "you'll be in a grave" and "my hands will be clean." The witness stated that although the incident was reported to the police, no action was taken.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

In this case, although the landlords have provided multiple written reasons/allegations of unacceptable behaviour, the landlords were unable to provide any supporting evidence for these claims. The landlords repeatedly stated that they were fearful for their safety but was unable to provide details of any specific actions of the tenant or guests. The landlords stated that they have moved to their parents home.

The landlord's application is dismissed. I find that the details provided by the landlords do not qualify for an early end to the tenancy in an emergency situation. The landlord has failed to demonstrate that the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord. The landlords have failed to show that the tenant poses a severe and immediate threat. The landlords' primary allegation was

that the tenant had threatened death to a neighbor. Although serious, I find that this does not fall within the above noted requirements for an early end to the tenancy. I also note that the landlord provided sparse details concerning a notice to end tenancy dated April 11, 2020 which was served upon the tenant.

On this basis, I find that the landlord has not provided sufficient evidence to satisfy me of an immediate and severe risk to the landlord, occupants or the rental property.

Conclusion

The landlords' application 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: July 06, 2020

Residential Tenancy Branch