



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On June 23, 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 scheduled as teleconference hearing.

The matter was set for a conference call hearing. The Landlord and Tenants attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence before me.

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 and Tenants testified that the tenancy began on August 15, 2019 and is currently on a month to month basis. The parties testified that rent in the amount of \$1400.00 is due by the fifteenth day of each month. The parties testified that the Tenant paid the Landlord a pet damage deposit of \$200.00.

The residential property is a home with a lower rental unit.

The Landlord provided testimony regarding a number of incidents that occurred in April and May 2020. The Landlord testified that the incidents involved the Tenants’ dog running loose in the yard; installation of planters to block a camera that the Tenants put

in their window; and a complaint about the Landlord's vehicle blocking access to Tenants' rental unit.

The Landlord also testified that there was an incident on July 3, 2020 where she attempted to force her way into the rental unit after she had issued a proper notice of entry. The Landlord testified that her arm was injured when the Tenants pushed back against the door preventing her entry.

The Landlord testified that the Tenants were given a warning letter on March 25, 2020 regarding noise; the dog and over filled garbage. The letter cautions the Tenants that the Landlord may issue a One Month Notice to End Tenancy. The Landlord provided a copy of the warning letter.

The Tenants provided testimony in response to the Landlords allegations and they stated that it is the Landlord's behavior that is causing the disputes. The Tenants pointed out that the Landlord's own video evidence shows that it is the Landlord who is causing an issue at their door. The Tenants stated that the Landlord screamed in their face, so they called the police.

The Tenants testified that the Landlord was attempting to install planters to block a camera they use for security purposes. The Tenants testified that the Landlord removes dog feces from the garbage and places it on the Tenants' area. The Tenants testified that the Landlord refuses to accept that they have any rights to use the yard of the rental property.

The Tenants testified that the Landlord did not have a legitimate reason to enter the rental unit and they were not comfortable with permitting entry.

### Analysis

Section 56 of the *Act* provides 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 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.

I find that the incidents between the Landlord and Tenants that took place in April and May 2020 do not rise to a level of severity where the due process of issuing a notice to end tenancy should not be followed. I find that the Landlord's actions contributed to the conflict. I am not persuaded that the Tenants present an immediate and severe risk to the rental property, or the Landlord.

With respect to the incident regarding the Landlords attempted entry into the rental unit on July 3, 2020, as of June 24, 2020 Landlords are permitted to issue a notice of entry into a rental unit if there for a legitimate purpose. I find that when the Landlord was refused entry, the Landlord should have left the rental unit rather than attempt to force her way inside. I find that it was the Landlord's own behavior of attempting to force her way inside the unit that is the cause of any injury sustained.

I note that effective June 24, 2020 the state of emergency order that prevented Landlords from issuing a notice to end tenancy under section 47 of the Act was repealed and Landlords are now able to issue a notice to end tenancy for cause.

I find that the incidents reported in this decision are not sufficient to end the tenancy. However, if any future incidents arise, the Landlord is now at liberty to issue a One Month Notice to End Tenancy for Cause.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is dismissed.

### Conclusion

The Landlord does not have sufficient evidence to establish that the tenancy should end early due to the Tenants presenting an immediate and severe risk to the rental property, or the Landlord.

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: July 07, 2020

---

Residential Tenancy Branch