



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on June 12, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk.

The hearing was scheduled for 11:00 A.M. on July 6, 2020 as a teleconference hearing. A.S. and T.S. appeared on behalf of the Landlords and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlords and I were the only persons who had called into this teleconference.

The Landlords testified the Application and documentary evidence package was served to the Tenant by registered mail on June 15, 2020. The Landlords provided a copy of the registered mail receipt in support. Based on the oral and written submissions of the Applicants, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on June 20, 2020. The Tenant did not submit documentary evidence in response to the Application.

### Issue(s) to be Decided

1. Are the Landlords entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

### Background and Evidence

The Landlords testified that the tenancy began on January 14, 2020. Currently, the Tenant pays rent in the amount of \$430.00 which is due to the Landlords on the first day of each month. The Landlords stated that the Tenant paid a security deposit in the amount of \$215.00 which the Landlords continue to hold. The Landlords stated that the Tenant continues to occupy the rental unit.

The Landlords stated that they are seeking to end the tenancy early based on the fact that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. The Landlords stated that they have received daily complaints from other occupants at the rental property regarding their concerns about the Tenant and his guests.

The Landlords stated that the Tenant has a guest who attends the rental property to consume alcohol with the Tenant in the common areas of the rental property. The Landlords stated that this has led to problematic behaviour such as physical altercations, verbal threats, and sleeping in the common areas. The Landlords stated that they have been verbally threatened and that on June 10, 2020, the Tenant and his guest broken into a neighbouring rental unit which was being occupied by another occupant at the time. The Landlords stated that the incident was reported to the Police. The Landlords stated that these incidents happen frequently and that other occupants and the Landlords are fearful for their safety and wellbeing.

### Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord 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 of the *Act*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

*The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...*

*(a) The tenant or a person permitted on the residential property by the tenant had done any of the following:*

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
- (iii) put the landlords property at significant risk;*
- (iv) engaged in illegal activity that*
  - (A) has caused or is likely to cause damage to the landlord's property,*
  - (B) 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*
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- (v) caused extraordinary damage to the residential property,*  
***and***

***(b) 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 [landlord's notice: cause] to take effect.***

The causes for ending the tenancy early, as listed above, are identical to the causes for which a Landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the Landlord has the grounds to end the tenancy for cause is that when a Landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the Landlord must also prove that it would be unreasonable or unfair to the Landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the Tenant must be extreme and require immediate action.

In this case, the Landlords have applied for an order of possession to end the tenancy early based on immediate and severe risk. During the hearing, the Landlords indicated that the reason for seeking an order of possession was in relation to ongoing concerns regarding intoxication, verbal threats, physical altercations, and breaking into neighbouring rental units, resulting in Police involvement.

Based on the testimony and evidence before me, I am satisfied that the situation is so urgent that it should end earlier than a One Month Notice to End Tenancy for Cause would normally take effect. I find that the Landlords provided sufficient evidence that this tenancy should end pursuant to Section 56 of the Act.

I find the Landlords have demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenant.

### Conclusion

The Landlords are granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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

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Residential Tenancy Branch