



# 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 Landlord's Application for Dispute Resolution, made on June 24, 2020 (the "Application"). The Landlord 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; and

The Landlord and the Tenants attended the hearing at the appointed date and time. At the start of the hearing, the Landlord testified that she served her Application and documentary evidence package to the Tenants in person on June 23, 2020. The Tenants confirmed receipt. Pursuant to section 88 and 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*. The Tenants did not submit any documentary evidence in preparation for the hearing.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to 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.

### Issue(s) to be Decided

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

### Background and Evidence

The parties testified and agreed that the tenancy began on May 1, 2020. Currently, the Tenants pay rent in the amount of \$1,300.00 which is due to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$700.00 which the Landlord continues to hold.

The Landlord testified that she is seeking to end the tenancy early based on immediate and sever risk. The Landlord testified that the Tenants are constantly loud, arguing, banging around, slamming doors, and stomping around the rental unit. The Landlord stated that she has called Police on several occasions, as the noise is disturbing the Landlord as well as the neighbours in the area.

The Landlord stated that the Tenants have become rude and threatening in their communications with her. The Landlord stated that the Tenants have been misusing the laundry facilities which has resulted in the Landlord terminating such facilities. The Landlord stated that the Tenants have been overfilling the garbage and recycling receptacles and that their vehicle has been leaking in the driveway. Lastly, the Landlord stated that on one occasion, the Tenants left the house unlocked and the television was left on while the Tenants were away.

In response, the Tenant J.B. confirmed that her and her partner argue and that she suffers form a mood disorder. The Tenants stated that the Landlord is unreasonable with her requests, such as laundry room rules, as well as there are insufficient garbage receptacles available to the Tenants. J.B. indicated that she is pregnant, and she feels as though the Landlord is against them having a child in the home, therefore, the Landlord is making life difficult for the Tenants in order to have them move out. The Tenants denied that they are causing any damage to the property, or that they pose any form of risk to the Landlord or other occupants.

### Analysis

Based on the 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 that 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 Landlord has applied for an order of possession to end the tenancy early based on immediate and severe risk. During the hearing, the Landlord indicated that the reason for seeking an order of possession was in relation to ongoing concerns regarding noise, arguing, banging around, slamming doors, and stomping around the rental unit. Furthermore, the Landlord stated that the Tenants have been rude and threatening in their communications, misusing the laundry facilities, overfilling the garbage and recycling receptacles and that their vehicle has been leaking in the driveway. Lastly, the Landlord stated that on one occasion, the Tenants left the house unlocked and the television was left on.

Based on the testimony and evidence before me, I am not 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 Landlord failed to provide sufficient evidence that this tenancy should end pursuant to Section 56 of the Act.

In light of the above, I dismiss the Landlord's Application, without leave to reapply.

### Conclusion

The landlord has provided insufficient evidence to prove that the tenancy should end early under section 56. The tenancy will continue until ended in accordance with the Act.

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

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Residential Tenancy Branch