



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### 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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package and the submitted documentary evidence via email on June 18, 2020. The tenant confirmed that no documentary evidence was submitted by her. Neither party raised any service issues. I accept the undisputed affirmed evidence and find that both parties have been properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?

Is the landlord entitled to recovery of the filing fee?

### 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 November 1, 2019 on a fixed term tenancy until June 30, 2020 as per the submitted copy of the signed tenancy agreement dated October 10, 2019.

The monthly rent is \$1,000.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$500.00 and a pet damage deposit of \$500.00 were paid on October 10, 2019.

The landlord seeks an early end to the tenancy and to obtain an order of possession. The applicant provided written details which states,

*The tenant has a recorded and recent history of violence towards other tenants (consequently they moved out) and poses a risk to other remaining tenant and future ones. She has twice expressed being COVID-19 positive, restricting access to the property then and on other occasions, making it difficult to conduct repairs (i.e. internet, leaks), show/rent the vacant rooms, and attempt to sell the house. She falsely claims her lease entitles her to the entire house and justifies her behaviour.*

[reproduced as written]

During the hearing the landlord clarified that an incident occurred with another tenant in which that other tenant reported a complaint to the police. The landlords stated that this was reported to them by the other tenant. They were informed by the other tenant that the police had recommended that the tenant move to avoid any further safety problems. The landlord stated that the other tenant has now vacated the rental unit. No other details were available from the landlords.

The landlords also cite issues with access being refused by the tenant. During the hearing both parties were notified of the recent state of emergency regarding landlord access to the rental for the period March 30, 2020 until June 23, 2020 except for emergencies. The landlord stated that the landlord wished to perform an inspection of the rental premises. It was clarified with both parties that as of June 24, 2020 landlords may enter a rental unit by providing the standard 24 hours' notice before entering a rental suite.

### 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, I find that the landlord has failed to establish a claim for an early end to the tenancy. The landlords have failed to provide sufficient evidence of an urgency that would require an early end to the tenancy. The landlord has provided only general details of an incident as reported by a third party. The landlord stated that this incident was the cause of the landlord's application. However, the landlord did not provide any details of the incident and confirmed that the third party has since moved and is no longer a tenant. Based on these, I find that there is no immediate and severe risk to the rental property, other occupants or the landlord.

### Conclusion

The landlord's application is dismissed without leave to reapply.

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