



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 an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony and to make submissions. The parties represented themselves. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have cause to end the tenancy early?

Background and Evidence

The background facts are generally undisputed. The tenancy started in November 2018. The rental unit consists of a suite located on the lower level of the landlord's home. The landlord lives upstairs.

The landlord testified that he would like the tenancy to end for the following reasons:

1. The tenant does not permit him to enter the rental unit to carry out repairs.
2. The tenant is repeatedly late paying rent.
3. The rental unit is maintained in a condition that is dirty and cluttered which attracts pests like rodents and ants.
4. The tenant does not wipe off moisture from the windows which encourages the buildup of mould.
5. A neighbour made a complaint of noise from the rental unit and called the police
6. The tenant made a false complaint to the police of harassment by the landlords.

The tenant denied most of the allegations. The tenant testified that the landlord attempts to carry out repairs himself which usually results in further problems. The tenant also testified that he was late on rent due to being laid off, that the police attended the unit to prevent him from harming himself and that he did not make a complaint to the police about harassment by the landlord.

Analysis

Section 56 is an extraordinary remedy that is reserved for situations in which there is a clear and present danger, or a genuine threat of imminent harm of such an extreme nature that it would warrant immediate intervention and removal of the tenant.

In addition to proving that there is cause to end the tenancy, in an application of this nature the landlord must clear a second hurdle. Under section 56(2)(b) of the Act, in order to establish a claim for an early end to tenancy, the landlord must establish that “it would be *unreasonable, or unfair* to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47” .

Based on the documentary evidence and testimony of the parties, I find that even if I accept that the tenant acted in the manner alleged by the landlord, I find that a situation such as this does not pose an immediate threat to the safety of the landlord. Therefore, I am not persuaded that it would be unreasonable or unfair for the landlord to wait while a one month notice to end tenancy takes effect. While it is possible that the landlord may have cause to end the tenancy upon one month’s notice, the landlord has not established grounds for an extraordinary remedy such as this. For the above reasons, I dismiss the landlord’s application to end tenancy early.

Conclusion

The landlord’s 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 07, 2020