



# 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 termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord testified that the landlord's application for dispute resolution was posted on the tenants' door on June 27, 2020. A witnessed proof of service document confirming the above testimony was entered into evidence. The tenants testified that they received the landlord's application for dispute resolution on June 27, 2020. I find that the tenants were served with the landlord's application for dispute resolution in accordance with section 89 of the *Act*.

### Issues to be Decided

1. Is the landlord entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. The tenants moved in, in December of 2019 and this tenancy has not ended. Monthly rent in the amount of \$900.00 is payable on the first day of each month. A security deposit of \$450.00 was paid by the tenants to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlord testified that the tenants have caused tremendous problems at the subject rental property. The landlord testified that the tenants fight with each other frequently and that other neighbours have complained about the noise and the police were called on one occasion. Photographs of the police attendance were entered into evidence.

The tenants testified that they have fought, and the police have attended, but that no charges have been filed.

The landlord testified that the tenants have brought a large amount of materials from the street and left them in the outdoor common areas of the duplex property and that she has received complaints about this from other tenants. The landlord entered into evidence photographs of items including a tent, BBQ, shelving, a shopping cart, kiddie pool, tv, chair, microwave, and tv, all of which were taken outside the subject rental property (the above list was non exhaustive).

The tenants testified that some of the items in the yard of the common area were not theirs, and other items were theirs, but were only temporarily left in the yard. Both parties agree that the landlord loaded a large amount of the items left in the yard into a large garbage bin and hauled it to the dump. The tenants testified that the landlord disposed of their property, including a BBQ, without their permission. This testimony was not disputed by the landlord.

The landlord testified that the items left in the common areas posed a risk to the other tenants due to COVID 19. The landlord did not elaborate on this testimony. The tenants did not respond to the landlord's above testimony.

The landlord testified that the tenants have damaged the inside door and fixtures of the subject rental property. No physical proof to support this testimony was entered into evidence. The tenants testified that they have not damaged the subject rental property.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that 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 interests 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;*
- *engaged in illegal activity that 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;*
- *engaged in illegal activity that 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, the tenant 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.***

An early end of tenancy is an expedited and unusual remedy under the *Act* and is only available to the landlord when the circumstances of the tenancy are such that it is unreasonable for a landlord to wait for the effective date of a notice to end tenancy to take effect, such as a notice given under Section 47 of the *Act* for cause. At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice.

On this occasion I find that the landlord has not provided me with convincing evidence for ending the tenancy earlier than the notice period under section 47 of the *Act*. I find that the alleged actions of the tenants, even if I accepted all of the landlord's submissions, are not serious enough to justify ending the tenancy earlier than the notice period under section 47 of the *Act*. I find that it would not 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 to take effect. I therefore dismiss the landlord's application without leave to reapply.

### Conclusion

The landlord's application for dispute resolution 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 13, 2020

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Residential Tenancy Branch