



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

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 their filing fee for this application from the tenant pursuant to section 72.

The landlords attended the hearing via conference call and provided affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlords stated that both tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 8, 2020 as per the submitted copies of the Canada Post Customer Tracking labels. I accept the undisputed affirmed evidence of the landlords and find that both tenants were properly served as per sections 88 and 89 of the Act.

At the outset, the landlords stated that one of the tenants, T.A. has vacated the rental unit as of June 28, 2020 and that the remaining tenant, A.C. still occupies the rental.

Issue(s) to be Decided

Are the landlords entitled to an early end to the tenancy and an order of possession?
Are the landlords 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 June 1, 2020 on a fixed term tenancy until June 1, 2021 as per the submitted copy of the signed tenancy agreement dated May 22, 2020. The monthly rent is \$1,700.00 payable on the 1st day of each month. A security deposit of \$850.00 and a pet damage deposit of \$200.00 were paid on May 22, 2020.

The landlords seek an early end to the tenancy and to obtain an order of possession. The landlords state that the tenants pose an immediate and severe risk to the rental property or the landlords. The landlords provided written details which states in part,

My husband and I live upstairs and the basement is rented by the tenants. Due to events listed in the attached timeline, my and husband and I feel unsafe in our home. Also, the co-tenant has left the rental unit due to domestic violence between herself and A.C. for fear of her safety.

[reproduced as written]

The landlords clarified that on June 25, 2021¹⁰ a verbal altercation took place between the two tenants. Subsequently the tenant, T.A. stated that she did not feel safe around the other tenant, A.C. On June 28, 2020 the tenant, T.A. notified the landlords that she still had concerns for her safety and that she would be moving out. On June 29, 2020 the tenant, A.C. could be heard yelling and slamming doors in the rental. On July 1, 2020 loud noise, screaming and slamming doors resulted in the landlord calling the police. The police arrested the tenant, A.C. on outstanding warrants.

The landlords confirmed that the tenant, T.A. vacated the rental unit on June 28, 2020. The landlords stated that they feel due to the actions of the tenant, A.C. that the landlords fear for their safety.

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 landlords have failed to provide sufficient evidence that the tenants pose an immediate and severe risk to the rental property or the landlords. The landlords have stated that the tenant, A.C. has used profane language at the landlords and slammed doors and cupboards in the rental unit which the landlords feel is a cause for a concern for their own safety. The landlords stated that the tenants have not voiced or made any threats against them. I find based on these details that the landlord's reasons for an early end of tenancy are insufficient.

Conclusion

The landlords' 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: August 04, 2020