



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This expedited hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for an early end of the tenancy and Order of Possession pursuant to section 56.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by their agents who were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord's agent KG testified that they personally served the application and evidence on the tenant on December 16, 2020. Based on the testimony I find the tenant served on that date in accordance with sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end of tenancy and Order of Possession?

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 arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This periodic tenancy began in June, 2019. The monthly rent is \$625.00 payable on the first of each month. The rental unit is a suite in a multi-unit building with 8 total units.

The landlord issued a 1 Month Notice to End Tenancy for Cause dated October 31, 2020 with an end of tenancy date of November 30, 2020. The reasons indicated on the notice for the tenancy to end are:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *put the landlord's property at significant risk.*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

Tenant has caused extraordinary damage to the unit/site or property/park.

Tenant has not done required repairs of damage to the unit/site.

In the details of the cause the landlord wrote:

Tenant has caused willful damage inside unit

Tenant has had guest who have caused damage to exterior entrance door

Has been loud and disturbed neighbours

The landlords testified that since the issuance of the 1 Month Notice the tenant has continued to engage in unacceptable behaviour including shutting the gas and power to the building on a number of occasions. The landlord described the tenant as a "violent individual" and that they were concerned that they would kill someone.

The landlord submitted into evidence a single email from one of the other residents of the building dated December 13, 2020 detailing their interactions with the tenant. The correspondence makes reference to the tenant shutting off the gas to the building, playing music loudly in their suite and making outbursts.

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.

An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

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.

I find that the landlord has provided insufficient evidence to show that there is a basis for an early end of this tenancy. I find the landlord's testimony and a single correspondence to be insufficient to meet their evidentiary onus on a balance of probabilities that the tenant has engaged in behaviour that gives rise to an end of the tenancy much less that there is urgency such that it would be unreasonable or unfair to wait for a notice to end tenancy to take effect.

The landlords gave some testimony complaining of the tenant's conduct during the tenancy. However, no documentary evidence was provided in support of their claims. There were no incident reports, no copies of correspondence with support services or authorities, and no warnings issued to the tenant as one would reasonably expect. I find little evidence to support the landlord's belief that the tenant is a danger or that there is a palpable risk of violence such that an early end of the tenancy is warranted.

I note that the landlord initially issued a 1 Month Notice to End Tenancy and rather than seek an Order of Possession on the basis of the notice have applied for an early end of the tenancy on an expedited basis. While the landlord gave some testimony that the behaviour of the tenant has worsened since the issuance of the notice I find their statements lacking details or documentary support such that I can give it little weight.

Based on the evidence I find, on a balance of probabilities that the landlord has not shown that the tenant's actions has given rise to a reason for an early end of this tenancy. I find there is insufficient evidence to conclude that the it would be unreasonable or unfair to wait until a notice to end tenancy pursuant to section 47 of the Act could take effect.

Conclusion

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

This tenancy continues 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: December 22, 2020

Residential Tenancy Branch