



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the Landlord's Application filed under the *Residential Tenancy Act*, (the "*Act*"), for an early end of tenancy pursuant to section 56 of the *Act*. The matter was set for a conference call.

The Landlord and the Landlord's Agent (the "Landlord") attended the hearing and were each affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that they had served the Application for Dispute Resolution and Notice of Hearing to the Tenant by posting it to the front door of the rental unit on January 5, 2021. I find that the Tenant had been duly served in accordance with the *Act*.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Is the Landlord entitled to an early end of tenancy and an Order of Possession, under section 56 of the *Act*?

Background and Evidence

The tenancy agreement shows that this tenancy began on September 1, 2019. Rent in the amount of \$975.00 is to be paid by the first day of each month, and the Landlord is holding a \$487.50 security deposit for this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that on December 27, 2020, the Tenant threatened to kill the Landlord's Agent. The Landlord testified that the RCMP were called that day, and the Tenant was issued a no-contact order. The Landlord submitted the police file number for this incident into documentary evidence.

The Landlord testified that on December 29, 2020, the Tenant violated the police no-contact order by sending threatening text messages to the Landlord's Agent. The Landlord testified that the RCMP were called and advised of the breach, and a new police file number was provided to the Landlord. The Landlord submitted the police file number for this incident into documentary evidence.

The Landlord testified that on December 31, 2020, another renter living on the rental property had called them, advising that the Tenant was walking up and down the hallway of the property, making threats to kill the Landlord's Agent. The Landlord testified that they requested the other renter call the police. The Landlord testified that the police called them and reviewed safety procedures with their Agent.

The Landlord testified that on January 5, 2021, while a property maintenance person was attending the rental unit to conduct a repair, the Tenant had again threatened to kill the Landlord's Agent. The Landlord testified that the police were again called and that this time the Tenant was arrested. The Landlord submitted the police file number for this incident into documentary evidence.

The Landlord testified that on January 7, 2021, they were contacted by Crown Counsel and advised that the Tenant was being charged and would be issued a "No Go" and no-contact order upon their release. The Landlord also testified that Crown Counsel had advised that the order would include a requirement that the Tenant could no longer attend the rental property, except for two police escorted visits to collect their personal property. The Landlord submitted a copy of the Release Order with Conditions into documentary evidence.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

An application for an early end of tenancy is an exceptional measure, to be taken only when a landlord can show that it would be unreasonable or unfair for the landlord or other occupants to allow the 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. Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to tenancy and 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. Section 56 states the following:

Application for order ending tenancy early

56 (1)*A landlord may make an application for dispute resolution to request an order*

(a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section

47 [landlord's notice: cause], and

(b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii) put the landlord's property at significant risk;

(iv) engaged in illegal activity that

(A) has caused or is likely to cause damage to the landlord's property,

(B) 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
(C)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
(v)caused extraordinary damage to the residential property,
and
(b)it would be unreasonable, or unfair to the landlord 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.
(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

In order to end a tenancy early and issue an Order of Possession under section 56, I must 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 interest 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, or
- Engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- Engaged in illegal activity that caused extraordinary damage to the residential property.

Taking into consideration the undisputed oral testimony of the Landlord and the documentary evidence that I have before me, I find that on a balance of probabilities, the Tenant has themselves seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

I find that the Landlord has met the onus of proving their claim for an order ending the tenancy early and for an order of possession, pursuant to section 56 of the *Act*.

Therefore, I find it appropriate to end this tenancy as of the date of these proceedings and grant an Order of Possession to the Landlord pursuant to section 56 of the *Act*. I grant an Order of Possession to the Landlord effective two days after service of the order on the Tenant. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

I grant an **Order of Possession** to the Landlord effective **two days** after service of this Order on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 18, 2021

Residential Tenancy Branch