



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On February 1, 2021, the Landlord submitted an Application for Dispute Resolution under Section 56 of the *Residential Tenancy Act* (the “Act”) requesting to end the tenancy early and obtain an Order of Possession for the rental unit, and to be compensated for the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Issue to be Decided

Is the Landlord entitled to an early end of tenancy and an Order of Possession pursuant to section 56 of the Act?

Is the Landlord entitled to compensation for the filing fee, pursuant to section 72 of the Act?

Background and Evidence

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on June 15, 2017 and continued as a month-to-month tenancy. The rent is \$1,200.00 and due on the fifteenth of each month. The Landlord collected and still holds a security deposit in the amount of \$600.00 and a pet damage deposit in the amount of \$600.00.

The Landlord testified that the Tenant has significantly interfered with and unreasonably disturbed the Landlord and his family, who live in the residential property containing the rental unit.

The Landlord testified that since the Tenant was served with a Two Month Notice to End Tenancy on December 15, 2020, she has been disturbing his family. The Landlord stated that the Tenant began to “bombard” him with text messages that are derogatory in nature; has been playing music so loud that the police have had to attend on several occasions; has videotaped a friend of his; and, has left garbage and food scraps on the grounds of the property.

As a result of the Tenant significantly interfering and unreasonably disturbing the Landlord and his family in the residential property, the Landlord is requesting an early end of tenancy and an Order of Possession.

The Tenant testified that she feels like she has been bullied by the Landlord and because of her stress, has been listening to her music. The Tenant acknowledged that the police have attended several times to speak to her about the loud music.

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 to request an Order of Possession on a date that is earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 of the Act. 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.

The causes for ending the tenancy early, as listed above, are identical to the causes for which a landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the

landlord has the grounds to end the tenancy for cause is that when a landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the landlord must also prove that it would be unreasonable or unfair to the landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the tenant must be extreme and require immediate action.

Based on the testimony and evidence before me, I accept that the Landlord may have grounds to end this tenancy for cause, specifically that the Tenant seems to be intentionally and repeatedly playing loud music that is unreasonably disturbing other occupants in the residential property. However, I am not satisfied that the situation of loud music and derogatory remarks is so urgent that the tenancy should end earlier than a One Month Notice to End Tenancy for Cause would normally take effect. I find that the Landlord failed to provide sufficient evidence that this tenancy should end, pursuant to Section 56 of the Act.

As a result, I dismiss the Landlord's Application to end the tenancy early.

Conclusion

The Landlord's Application to end the tenancy early is dismissed without leave to reapply. This tenancy shall continue 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: February 23, 2021

Residential Tenancy Branch