



# 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 filed under the *Residential Tenancy Act* (the "Act") for an early end of tenancy pursuant to section 56 of the *Act* and to recover the cost of filing the application from the Tenant. The matter was set for a conference call.

The Landlord, the Landlord's Agent, and a person to support the Landlord (the "Landlord") attended the hearing and were affirmed to be truthful in their testimony. As the Tenants 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 the Application for Dispute Resolution, and Notice of Hearing had personally served to the Tenants on March 19, 2021, with police presence. The Landlord submitted a signed proof of service form and the business card for the police officer that attended the service into documentary evidence. I find that the Tenants have 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. The Landlord testified that they had not been served with the Tenants' documentary evidence that I have before me. Pursuant to section 10.4 of the Rules of Procedure, as the Tenants' evidence package was not served to the Landlord, it will not be considered during these proceedings.

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*?
- Is the Landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

The Landlord's application for these proceedings recorded that this tenancy began on January 15, 2021, that rent in the amount of \$1,800.00 is due on the first day of each month and that the Landlord collected a \$900.00 security deposit at the outset of this tenancy.

The Landlord testified that the Tenants have repentantly threatened to harm or kill the Landlord and that the police have been called to the rental property 48 times, in the first 70-days of this tenancy, to deal with the Tenants' threats.

The Landlord testified that the first threat happened on January 27, 2021, and that the police attend the rental unit that day but that because there were no witnesses to the threat, no charges were laid against the Tenant. The Landlord provided the business card for the officer that attend and the case file number into documentary evidence.

The Landlord testified that on January 28, 2021, the Tenant complained that the heat was too low in their rental unit and that the Tenant threatened to damage the electrical breaker box for the rental property if the Landlord did not turn the heat up. The Landlord testified that the Tenant then proceedings to flip the breakers on and off and until the springs in the breaker box broke.

The Landlord testified that on February 29, 2021, two uninsured vehicles that the Tenant had parked on the property were being removed by a tow truck and that when the two truck operator attempted to tow the vehicles, the Tenant laid down in front of the vehicles to prevent them from being removed. The Police were again called to the rental

unit, and that when the police were there, the Tenant got a hand drill and threatened the life of the Landlord and damage the Landlord's property. The Landlord provided the business card for the officer that attend and the case file number into documentary evidence.

The Landlord testified that the Tenant again threatened the life of the Landlord on March 2, 2021, and that the Landlord and elderly person fell, hurting themselves while fleeing to safely from the Tenant's threats.

The Landlord testified that they have received daily threats from the Tenants and that due to these threats and the damage to the Landlord's property caused by these Tenants, they are seeking an end to the tenancy pursuant to section 56 of the *Act*.

### 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 for the *Act* 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 testimony of the Landlord and the documentary evidence that I have before me, I find that on a balance of probabilities, the Tenants have engaged in activity that has adversely affected or is likely to adversely affect the quiet enjoyment, health, security, safety, or physical well-being of the Landlord and that the activity has jeopardized a lawful right or interest of the landlord.

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 Tenants. Should the Tenants fail to comply with this Order, this order may be filed in the Supreme Court and enforced as an order of that Court.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has been successful in this application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application. I grant permission to the Landlord to keep \$100.00 from the security deposit for this tenancy in full satisfaction of this award.

Conclusion

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

I grant permission to the Landlord to keep **\$100.00** from the security deposit for this tenancy, in full satisfaction of the award contained in my decision.

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: March 25, 2021

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Residential Tenancy Branch