



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 Landlords' 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 Tenants. The matter was set for a conference call.

Both Landlords, a support person (the "Landlords"), one of the Tenants and the Tenants' Advocate (the "Tenants") attended the hearing and were each affirmed to be truthful in their testimony. The Landlords and the Tenants were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of 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

- Are the Landlords entitled to an early end of tenancy and an Order of Possession, under section 56 of the *Act*?
- Are the Landlords entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement recorded that this tenancy began on December 1, 2020, as a six-month fixed term tenancy that rolled into a month-to-month tenancy at the end of the initial fixed term. Rent in the amount of \$2,500.00 is to be paid by the first day of each month, and the Tenants paid the Landlords a \$1,250.00 security deposit at the outset of the tenancy. The Landlords submitted a copy of the tenancy agreement into documentary evidence.

The Landlords testified that on December 1, 2020, the Tenants were caught on the neighbour's property hooking up a cable to the neighbour's home in order to obtain free cable service. The Landlords submitted a written statement from the neighbour into documentary evidence.

The Landlords testified that they received two letters from the city, dated March 3, 2021, and March 25, 2021, stating that the city had concerns about the Tenants as they had received several noise complaints and reports of illegal camping on the rental property. The Landlords submitted copies of both these letters into documentary evidence.

The Landlords also testified that the neighbours have reported that the Tenants juggle with fire on the property and that this action places their property and the neighbouring property's in serious jeopardy of catching on fire. The Landlords testified that they spoke to their insurance provider and that if their property were to catch on fire due to this action, their property insurance would not cover the damage. The Landlords submitted a video of the Tenants juggling with fire into documentary evidence.

Additionally, the Landlords submitted two additional written complaint letters into documentary evidence.

When the Landlords were asked to provide testimony regarding what had happened that made it unreasonable for them to wait for a one-month notice to take effect, the Landlords expressed frustration, stating that the Residential Tenancy Branch (RTB) supported tenants and not landlords. This Arbitrator advised the Landlords of their legal

requirement to prove the validity of their claim under section 56 of the *Act*. The Landlords stated that the *Act* only protects tenants.

The Landlords also stated that a person from the RTB had informed them that their claim had been reviewed and had advised them they had sufficient evidence to be successful in today's proceedings.

The Landlords were advised that the RTB information telephone line was available to answer questions only and that the telephone line was not there to act as a personal advocate, nor would they test the validity of someone's claim before a hearing. The Landlords then asked this Arbitrator to provide them with guidance on how to proceed. This Arbitrator advised the Landlords that I could not act as their advocate or provide them with advice on legal matters and that they may want to seek out legal counsel if they wish to obtain advice.

The Landlords then became argumentative with this Arbitrator, speaking loudly over top of this Arbitrator when I attempted to render the final decision during these proceedings. In order to regain control of the hearing, the Landlords' phonenumber was muted.

Analysis

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

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an Early 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 of the *Act* for a landlord's notice for cause.

In order to end a tenancy early and issue an Order of Possession under section 56, a landlord has the burden of proving that:

- There is sufficient cause to end the tenancy such as; unreasonably disturbed another occupant, seriously jeopardized the health, or safety, or a lawful right, or interest of the landlord, engaged in illegal activity, or put the landlord's property at significant risk; and

- That it would be unreasonable or unfair to the landlord or other occupants to wait for a One-Month notice to end tenancy for cause under section 47 of the *Act* to take effect.

In this case, while the Tenants conduct may have been disturbing to others, I find the circumstance of this case are not so significant or severe that it would have been unreasonable for the Landlord to have to wait for a One-Month Notice to take effect if there was sufficient cause to end the tenancy. Therefore, I find that the Landlords have fallen short of the standard required to obtain an early end of tenancy under section 56 of the *Act*.

Consequently, I dismiss the Landlords' application for an early end of tenancy under section 56 of the *Act*, as I find it neither unreasonable nor unfair that the Landlords would need to wait for a One-Month Notice to take effect and for the required hearing process under that notice.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlords have not been successful in their application, I find that the Landlords are not entitled to recover the \$100.00 filing fee paid for this hearing.

Conclusion

I dismiss the Landlords' application for an early end of tenancy and to recover their application fee. 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: May 25, 2021

Residential Tenancy Branch