



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Presidential Management Group  
Ltd and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An early end of the tenancy and an order of possession - Section 56; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an early end to the tenancy and an order of possession?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: the tenancy under written agreement started on December 16, 2019. Rent of \$1,200.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit and \$600.00 as a pet deposit.

The Landlord states that prior to making this application the Tenant was served with a one-month notice to end tenancy for cause and that since that notice was served an incident occurred that brought the Landlord to make this emergency application. The Landlord states that on May 23, 2021 a large piece of glass came off the Tenants’

balcony, dropping 30 feet and landing in the ground below without breaking or hurting anyone. The Landlord states that the glass coming off the table could have caused serious harm to other tenants who could have been in the area. The Landlord states that it does not know whether the wind blew the glass off the balcony or whether the Tenants caused the glass to blow off. The Landlord states that a witness observed the glass fall from the Tenants' balcony. The Landlord states that it does not have any evidence of the Tenants' negligence causing the glass to fly off. The Landlord states that the tenancy agreement restricts objects on the balcony to patio furniture and that the table was an indoor coffee table. The Landlord was unable to point to any such term in the tenancy agreement and confirms that no such term is included in the tenancy agreement. The Landlord states that this incident is another example of the Tenants' irresponsible behavior that it the subject of the one-month notice to end tenancy for cause. The Landlord states however that the glass incident is an escalation of events.

The Tenant states that the table is a wicker table with a glass top designed for outdoor use and that they have no idea how the glass came off. The Tenant states that they were not home when the incident occurred.

### Analysis

Section 56(2) of the Act provides that 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.

As the Landlord served the Tenants with a notice to end tenancy prior to the incident on May 23, 2021 and did not make an application at that time for an early end to the tenancy, I consider that the previous incidents to support that notice are not evidence of an immediate and serious risk and therefore are not considered for this extraordinary application to end the tenancy early. As the Landlord has no evidence that the Tenants, either by act or negligence caused the glass to come off the balcony and given the Tenants' evidence that they did nothing to cause the incident, I find on a balance of probabilities that the Landlord has not substantiated that the Tenants caused any immediate and severe risk to anyone or anything or that it would be unreasonable to wait for the notice to end tenancy for cause to take effect. I therefore dismiss the claim for an early end of the tenancy and an order of possession. As the Landlord's claim has not been successful, I also find that the Landlord is not entitled to recovery of the filing fee and in effect the Landlord's application is dismissed in its entirety. The tenancy continues.

### Conclusion

The application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of Act.

Dated: June 23, 2021

---

Residential Tenancy Branch