



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on May 4, 2021 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession to end a tenancy early for immediate and severe risk.

The hearing was scheduled for 9:30 A.M. on June 4, 2021 as a teleconference hearing. The Landlord attended the hearing at the appointed date and time. No one appeared for the Tenants. The conference call line remained open and was monitored for 12 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenants in person on May 12, 2021. Based on the oral and written submissions of the Applicants, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenants are deemed to have been served with the Application and documentary evidence on May 12, 2021. The Tenants did not submit documentary evidence in response to the Application.

### Issue(s) to be Decided

1. Are the Landlords entitled to an order of possession for early termination, pursuant to Section 56 of the *Act*?

### Background and Evidence

The Landlord testified that the tenancy began on March 21, 2020. Currently, the Tenants pay rent in the amount of \$500.00 which is due to the Landlords on the 15th day of each month. The Landlord stated that the Tenants paid a security deposit in the

amount of \$250.00 which the Landlords continue to hold. The Landlord stated that the Tenants may have already vacated the rental unit, however, the Landlord was uncertain and wished to proceed with the hearing.

The Landlord stated that he is seeking to end the tenancy early as the Tenants have;

“significantly interfered with or unreasonably disturbed another occupant or the Landlord, seriously jeopardized the health and safety or lawful right of another occupant or the landlord, and put the Landlord’s property at significant risk.”

“engaged in illegal activity that has or is likely to: damage the Landlord’s property, adversely affect the quiet enjoyment, security, safety, or physical wellbeing of another occupant, and jeopardized a lawful right or interest of another occupant or the Landlord.”

The Landlord stated that the Tenants were meant to occupy the basement rental unit. The Landlord stated that the Tenants decided to break the lock to gain access to the upstairs portion of the home and moved into the upper rental unit. The Landlord stated that the Tenants were not given permission to do so and have cause a considerable amount of damage to the rental property.

The Landlord stated that he has attended the rental property to ask the Tenants to return to the basement, at which point the Tenants threatened the Landlord with a hammer and a baseball bat. The Landlord stated that the Tenants have allowed other people to reside upstairs in the unauthorized upper unit.

The Landlord stated that the Tenants have also threatened other occupants who also occupy the rental property. The Landlord stated that the Tenants have removed the modem which provided cable and internet to the other occupants at the rental property. The Landlord provided written statements in support.

The Landlord stated that he and the other occupants of the rental property are fearful for their safety. As such, the Landlord is seeking to end the tenancy early based on the immediate and severe risk associated with the Tenants’ actions.

#### Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 56 of the *Act* permits a landlord to end a tenancy 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*. The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2) of the *Act*, which states:

*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...*

- (a) The tenant or a person permitted on the residential property by the tenant had 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 landlords 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.*

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 Tenants must be extreme and require immediate action.

In this case, the Landlord's unchallenged evidence and testimony indicated that the Tenants have caused significant damage to the rental unit. Furthermore, the Landlord has indicated that the Tenants are using threats, intimidation, violence on a regular basis while occupying a portion of the rental property that they are not authorized to occupy.

I find that the Tenants have significantly interfered with or unreasonably disturbed another occupant or the Landlord, seriously jeopardized the health and safety or lawful right of another occupant or the landlord, and put the Landlord's property at significant risk. Further, I find it would be unreasonable or unfair to the Landlords to wait for a notice to end the tenancy under section 47 of the *Act*.

I find the Landlords have demonstrated an entitlement to an order of possession, which will be effective two (2) days after service on the Tenants.

### Conclusion

The Landlords are granted an order of possession, which will be effective two (2) days after service on the Tenants. The order of possession may be filed in 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: June 04, 2021

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Residential Tenancy Branch