



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

On May 21, 2021, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing with A.W. attending as her agent. The Tenant attended the hearing as well, with C.S. attending as his advocate.

At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Landlord advised that the Tenant was served with the Notice of Hearing and evidence package by hand on May 26, 2021 and the Tenant confirmed receipt of this package. Based on this undisputed evidence, I am satisfied that the Tenant was duly served the Notice of Hearing and evidence package. As such, I have accepted this evidence and will consider it when rendering this Decision.

The Tenant advised that his evidence was served to the Landlord on June 14, 2021 by hand. The Landlord confirmed that she received this package; however, she stated that it was served to her too late to formulate an adequate response. As this evidence was served late and not in compliance with the timeframe requirements of Rule 3.15 of the

Rules of Procedure, I have excluded this evidence and will not consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The parties agreed that the tenancy started on April 1, 2019 as an unwritten, month to month tenancy. The parties could not agree if rent was currently established at \$500.00 or \$1,000.00 per month, but it was due on the first day of each month. The parties did agree that a security deposit of \$250.00 was also paid.

The Landlord advised that she put the house up for sale at the beginning of the year and prospective buyers will not view the house due to hoarding issues and debris that is stored in the yard. She stated that the Tenant changed the locks and cut down her roses. She testified that the Tenant has not threatened her but has shouted “liar” at her and has threatened to sue her.

She stated that the Tenant is known to traffic drugs from the rental unit and neighbours have complained about this. She submitted that the police know of this activity, but they cannot do anything about it. She is not sure why the police are unable to do anything regarding this issue. She referenced a letter submitted as documentary evidence that she believes supports her position that the Tenant traffics drugs out of the rental unit.

The Tenant advised that he never refused access to the rental unit and has allowed the realtor in to show the property. He stated that the yard is clean, and he disputed that

any drug trafficking has taken place in the rental unit. He stated that the letter regarding this is hearsay.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 56 of the *Act* establishes the grounds for the Landlord to make an Application requesting an early end to a tenancy and the issuance of an Order of Possession. 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.*

I find it important to note that when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

When reviewing the totality of the evidence before me, it is clear that the Landlord/Tenant relationship is strained and is tenuous at best. With respect to this type

of Application, the Landlord made few submissions that would satisfy the elevated threshold to warrant ending this tenancy early. The one submission that may have qualified would be the alleged drug activity in the rental unit. However, it is not clear to me why the police would not have acted on this had this been occurring. Based on the scant evidence that the Landlord has submitted, I am not satisfied that she has met the burden of proof to substantiate ending the tenancy for this reason. Moreover, I find that there is insufficient evidence to support an early end of tenancy for any of the reasons the Landlord alleged. This Application is reserved for the most severe of circumstances and is not intended to resolve personality conflicts or other matters that do not meet this elevated threshold.

I do not find it beyond the realm of possibilities that the Tenant may have engaged in actions and negligent, detrimental behaviours that may support the formation of, and the justification for, ending the tenancy with a One Month Notice to End Tenancy for Cause. However, I am not satisfied that the Landlord has provided compelling or persuasive evidence that there has been recent negligence on the Tenant's part that satisfies the elevated threshold to warrant ending this tenancy early based on this type of Application. Consequently, I find that the Landlord is not entitled to an Order of Possession, and I dismiss this Application in its entirety.

### Conclusion

Based on the above, I dismiss the Landlord's Application without leave to reapply.

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 15, 2021

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Residential Tenancy Branch