



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On June 14, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing. The Tenant was assisted by an advocate. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence before me.

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.

Background

The Landlord and Tenant testified that the tenancy began on December 1, 2020, as a six-month fixed term tenancy that continued thereafter on a month to month basis. The parties testified that rent in the amount of \$2,700.00 is due to be paid to the Landlord by the first day of each month. The parties testified that the Tenant paid the Landlord a security deposit of \$1,350.00 and a pet damage deposit of \$1,350.00.

The Landlord testified that a One Month Notice to End Tenancy for Cause (“the One Month Notice”) was issued to the Tenant on June 1, 2021.

The Landlord provided a copy of the One Month Notice. The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

- *Tenant has not done required repairs of damage to the unit/site.*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.*
- *Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.*

The One Month Notice provides information for Tenants who receive the Notice. The Notice provides that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

On June 7, 2021, the Tenant disputed the One Month Notice, within the required time frame. The Tenant testified that she emailed the Landlord to inform him that she has disputed the One Month Notice. The Tenant testified that she has not yet served the Landlord with the Notice of Dispute Resolution Proceeding. The Residential Tenancy Branch case management system indicates a conference call hearing is scheduled for October 5, 2021, to determine whether or not the Landlord has sufficient cause /reason to end the tenancy.

On June 14, 2021, the Landlord then applied for dispute resolution seeking an early end to the tenancy and an order of possession for the rental unit.

The Landlord provided testimony on the reasons why the tenancy should end early.

The Landlord testified that the Tenant has breached a material term of the tenancy agreement regarding pets. The Landlord testified that the Tenant has introduced cats and two aggressive pit bulls into the tenancy. The Landlord testified that he served the Tenant with a breach letter. The Landlord testified that the dogs were removed but reappeared on the property after an inspection.

The Landlord testified that he inspected the residential property on May 28, 2021 and noticed two fire pits on the property that were not authorized by the Landlord and are not in alignment with the city bylaws.

The Landlord testified that he observed an assault type rifle in the master bedroom of the house. The Landlord testified that he called the police about the firearm and was

informed that the information he provided was not actionable. The Landlord provided a photograph of a firearm laying on a bed.

The Landlord testified that he observed a pickaxe stabbed into a tree on the property.

The Landlord testified that due to safety concerns related to the above-mentioned issues they issued the Tenant a One Month Notice to End Tenancy for Cause.

The Landlord was asked why he applied for an early end of tenancy two weeks after issuing a One Month Notice To End Tenancy For Cause for the same behaviors/ concerns, and he replied that they are new as landlords and have a lack of understanding on the process.

The Landlord testified that since serving the notice to end tenancy, the Tenant has permitted an unauthorized person to live in the rental property. The Landlord referred to this as a sublet.

In reply, the Tenant's advocate submitted that the Landlord has not met the requirements for ending the tenancy as set out in Policy Guideline #51 Expedited Hearings.

The Tenant testified that the fire pits were placed on concrete slabs. The Tenant acknowledged that she permitted a person to stay in the rental unit for one month but asked her to leave when she became aware, she was doing drugs. The Tenant testified that she has not done any damage to the Landlords' property.

The Tenant stated that she removed the two dogs from the rental property but brought them back because she was feeling unsafe due to the neighbors who are all spying on her. She stated that the dogs are rescue dogs and they help with her depression.

The Tenant testified that she has a firearm possession and acquisition license and is permitted to have restricted and non-restricted firearms. She stated that there was a trigger lock on the firearm and there was no ammunition.

The Tenant testified that police attended the rental property only once due to a noise complaint from when they were chopping wood late at night.

Analysis

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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,
- 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
- 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 or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.** [my emphasis]

Based on the testimony and documentary evidence before me I make the following findings:

An application for an early end of tenancy is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

I find that the Landlord did issue a One Month Notice to the Tenant on June 1, 2021. The Tenant disputed the One Month Notice on June 7, 2021, which is seven days prior to the Landlord's application for an early end of tenancy.

I find that there has not been any significantly new intervening act or allegation of wrongdoing on behalf of the Tenant since the incidents that occurred up to June 1, 2021, which the Landlord included as reasons to end the tenancy within the One Month Notice.

I find that the Landlord has provided insufficient evidence that the Tenant presents an immediate and severe risk to the rental property, other occupants, or the Landlord.

I find that it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the dispute of the Notice issued under section 47 of the Act.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is dismissed.

The Tenant appears to have disputed the One Month Notice but has not served the Landlord. The Landlord has a right to apply for an order of possession for cause based on issuance of the One Month Notice to End Tenancy for Cause and ask to have it heard on October 5, 2021.

Conclusion

The Landlord applied for an early end of tenancy after the Tenant disputed his One Month Notice to End Tenancy for Cause.

I find that the Landlord provided insufficient evidence that the Tenant presents an immediate and severe risk to the rental property, other occupants, or the Landlord and I find that it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the dispute of the Notice issued under section 47 of the Act.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit 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 the *Residential Tenancy Act*.

Dated: July 19, 2021

Residential Tenancy Branch