



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 Landlord's 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.

The Landlord and both the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord 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. 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

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

Background and Evidence

While I have considered 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 April 14, 2021, as a six-month fixed-term tenancy. Rent in the amount of \$1,900.00 is to be paid by the fifteenth day of each month, and the Tenants paid the Landlord a \$950.00 security deposit at the outset of the tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that the Tenants had damaged the rental property, are trying to sell cannabis to the other renters living on the rental property, and the Tenants have threatened other renters.

The Landlord testified that the Tenants approached the renters of the downstairs unit and offered to sell them cannabis and that the other renters had refused to buy the offered drugs. The Landlord also testified that the Tenant threatened the downstairs renters, stating "you will pay" as these renters had told the Landlord that the Tenants were attempting to sell them drugs.

The Landlord also testified that on a date they could not recall, the Tenants knocked on the door of the renters unit, advising that they had flipped the power breaker and requested that they turn their power back on; however, these renters felt fearful of the Tenants and refused to open the door. The Landlord testified that the Tenants became upset and kicked the fence, causing the fence to fall over. The Landlord submitted a picture of the fence into documentary evidence.

The Landlord testified that these renters moved out due to the Tenants' actions towards them, as they were uncomfortable living in the same rental property as these Tenants. The Landlord submitted a copy of an anonymous complaint letter into documentary evidence.

The Landlord testified that the Tenant had reported that the bathroom shower and front door were damaged and required repairs but that when they attended the property to inspect the damage and conduct the repairs, the Tenants would not open the door. The

Landlord confirmed that they had not issued a 24-hour written notice of entry to the Tenants before they attend the property to inspect the damage and conduct the repairs.

The Tenants testified that they had not threatened the other renters living on the property but that they had attempted to sell the other renter some cannabis. The Tenants also testified that they had kicked the fence and that a friend of theirs had damaged the front door of the rental unit but that they had reported the needed repairs to the Landlord.

Analysis

Based on the above 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.

After reviewing the testimony and evidence, in this case, I find that while the Tenants' conduct may have been disturbing to others, the circumstances 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 Landlord has fallen short of the standard required to obtain an early end of tenancy under section 56 of the *Act*.

Therefore, I dismiss the Landlord's application for an early end of tenancy under section 56 of the *Act*, as I find it neither unreasonable nor unfair that the Landlord 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 Landlord has not been successful in their application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this hearing.

Conclusion

I dismiss the Landlord's 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: August 26, 2021

Residential Tenancy Branch