



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding YDENBERG PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

ET, FFL

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agents attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence.

The landlord's agents (the landlord) were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenants were each served with the notice of hearing package and the submitted documentary evidence by posting it to the rental unit door on August 10, 2021. The landlord referred to submitted copies of a Proof of Service Document (RTB-9) for each tenant that confirms that the package(s) were served as claimed. I accept the undisputed affirmed evidence of the landlord and find that the tenants are deemed to have been served with the notice of hearing package and the submitted documentary evidence as per section 89 and 90 of the Act.

### **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

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on November 1, 2020 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated October 31, 2020. The monthly rent is \$1,150.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$575.00 was paid.

The landlord seeks an urgent application to end the tenancy early and an order of possession as the tenant(s) poses an immediate and severe risk to the rental property, other occupants or the landlord. The landlord provided a written description which states,

*Tenant has punched holes in walls, broke the mirror, broke the doors in half, ripped cabinets of walls, damaged suites below with water damage from AC unit and has received numerous nose complaints from other residents.*

[reproduced as written]

The landlord stated that other tenants in the building feel threatened by the named tenant, but that no actual threats have been made.

The landlord stated that tenant continues to damage the rental unit by way of water damage caused by the tenants' air conditioner on the balcony which drips out and leaks on the below balcony. The landlord stated the tenant's bathroom sink is leaking into a bucket under the sink. The landlord stated that no supporting evidence of any threats made to other tenants has been submitted nor any proof of ongoing water damage caused by the tenants.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

I accept the undisputed affirmed evidence of the landlord's agents and find on a balance of probabilities that the landlord has failed to provide sufficient evidence of an immediate and severe risk presented by the named tenants. Despite the landlord's claims that the tenants have caused holes in the walls, broke a mirror, broke a door half, ripped cabinets off the wall or received numerous noise complaints from other residents, the landlord has failed to provide sufficient evidence of a need for this urgent application. These are all issues that could be dealt with via a normal notice to end tenancy. I also note that during the hearing the landlord referenced a notice to end tenancy for unpaid rent.

### Conclusion

The landlord's request for an early end to the tenancy and an order of possession 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: September 02, 2021