



# 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 pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and the issuance of an Order of Possession pursuant to section 56; and
- authorization to recover the cost of filing this application from the tenant pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not 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. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?  
Is the landlord entitled to the recovery of the filing fee?

### Background and Evidence

The landlord gave the following testimony. This tenancy began on March 1, 2017 with the current monthly rent of \$580.00 due on the first of each month. The tenant rents a room in a shared accommodation with other tenants. The landlord testified that the parties have renewed the tenancy several times by signing further fixed term contracts. The landlord testified that the parties signed a three-month fixed term on May 1, 2021 that was to end on August 1, 2021. The landlord testified that she wants the room for her parents who will be coming from China. The landlord testified that the tenant has been a serious threat to other tenants since August 2020. The landlord provided this synopsis as part of her application:

*The residents in the house are experiencing safety threats because of Noah's behaviors. Three 911s were served in the past 10 days and Cops came to the rental house, all 911s calls were concerning Noah McCallion. Police reports could be provided by Saanich Police Dept. upon request. The landlord requests an Order of Possession to honor the "Mutual Agreement to End a Tenancy" signed by Noah and the Landlord, to stop Noah's illegal occupying the house and ensure the rest residents' safety.*

The landlord testified that when she went to the property on August 1, 2021 to do the move out inspection, the tenant began video recording her and that she felt threatened by the tenant. The landlord testified that many of the other tenants have moved out because of this tenant's behaviour. The landlord testified that she seeks an early end of tenancy and an order of possession.

The tenant gave the following testimony. The tenant testified that he is the one being threatened by another tenant. The tenant testified that he is the one who called 911 because he felt threatened and feared for his safety. The tenant testified that the landlord is supposed to provide him with proper notice to move out and compensation if a family member moves in. The tenant testified that he is willing to negotiate with the landlord to move out.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of 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 for a landlord's notice for cause. 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.*

Its clear to me that the relationship between the parties is strained and contentious. Its also clear that the landlord became very upset when the tenant didn't vacate on August 1, 2021 as she thought that they had agreed to. The landlord frequently referred to the mutual agreement as the reason why she filed this application. The landlord testified that the tenant was a threat to her, other tenants and the property but failed to provide sufficient evidence to demonstrate that.

I fully accept that the tenant has had some difficulties with other tenants but there is a lack of the extreme threat the landlord has claimed as part of this type of application when seeking an early end of tenancy. Although there is some evidence of disruptions and interference, the landlord has not provided sufficient evidence to meet the second part of the above noted factor that ; *"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;* accordingly, I find that the landlord is not entitled to end this tenancy early or be granted an order of possession.

### Conclusion

The landlord's application is dismissed in its entirety without leave to reapply. The tenancy continues.

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 03, 2021

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Residential Tenancy Branch