



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On September 5, 2021, the Landlords submitted an Application for Dispute Resolution under Section 56 of the *Residential Tenancy Act* (the “Act”) requesting that the tenancy end early, for an Order of Possession for the rental unit, and to be compensated for the cost of the filing fee. The matter was set for an expedited participatory hearing via conference call.

The Landlord, her agent and the Tenants attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

Issues to be Decided

Should the Landlords be granted an early termination of the tenancy and receive an Order of Possession, in accordance with section 56 of the Act?

Should the Landlords be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

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.

The Landlord provided undisputed testimony that the month-to-month tenancy began on April 1, 2021; the monthly rent is \$1,800.00; and, that a \$900.00 security deposit was collected.

The Landlord submitted a Two Month Notice to End Tenancy for Landlord Use of Property, dated July 31, 2021 (the "Two Month Notice"), that was served on the Tenants on July 31, 2021. The Landlord stated that they sold their home and needed to move into the rental unit on October 1, 2021. The Landlord testified that they are now homeless as the Tenants failed to vacate the rental unit. The Landlords are requesting an early end to the tenancy and an Order of Possession.

The Tenants stated they received the Two Month Notice and made an application to dispute the Two Month Notice (see related file # on face page of this Decision). The Tenants stated that the Landlords did not issue the Two Month Notice in good faith. The Tenants are preparing for the upcoming hearing to dispute the Two Month Notice.

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 to request an Order of Possession on a date that is earlier than the tenancy would end if a Notice to End Tenancy were given under section 47 of the Act.

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 wellbeing 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.

The causes for ending the tenancy early, as listed above, are identical to the causes for which a landlord can end a tenancy by serving a One Month Notice to End Tenancy for Cause. The difference between this process and a determination on whether the landlord has the grounds to end the tenancy for cause is that when a landlord seeks to end the tenancy earlier than would occur had a One Month Notice to End Tenancy for Cause been served, the landlord must also prove that it would be unreasonable or unfair to the landlord or other occupants to wait for the One Month Notice to End Tenancy for Cause to take effect. In other words, the situation created by the tenant must be extreme and require immediate action.

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. An example of a serious breach is a tenant or their guest pepper spraying a landlord or caretaker. The landlord must provide sufficient evidence to prove the tenant, or their guest committed the serious breach, and the arbitrator must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property to wait for a Notice to End Tenancy for Cause to take effect (at least one month).

Based on the testimony and evidence before me, I am not satisfied the Landlords have grounds to end this tenancy for cause. I acknowledge that the Landlords have served a Two Month Notice to end tenancy; however, I find that the Tenants' choice to dispute this Two Month Notice does not constitute a ground for ending the tenancy for cause or justify an early end of tenancy.

Based on the submissions from all parties, I find that the Landlords failed to provide sufficient evidence that there is cause to end this tenancy, pursuant to section 56 of the Act. As a result, I dismiss the Landlords' Application to end the tenancy early.

Conclusion

I dismiss the Landlords' Application to end the tenancy early, without leave to reapply.

I authorize this tenancy to continue 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: October 04, 2021

Residential Tenancy Branch