



# 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 an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, to obtain an order of possession pursuant to section 56 of the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing. Both parties confirmed they were not recording the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### **Issue to be Decided**

Is the landlord entitled to an order of possession?

### **Background and Evidence**

The tenancy began on July 24, 2021. Rent in the amount of \$1,000.00 was payable on the first of each month. A security deposit of \$500.00 was paid by the tenants.

The landlord testified that they are unable to have the contractor attend to install the heating system due to safety concerns about the tenants. The landlord stated that on the day the contractor attended to do the work the male tenant had an earlier episode and was yelling, and they asked the contract to wait an hour; however, after they had a discussion with the contractor they did not want to wait or come back as they were

concern for their own staff. The landlord confirmed that at no time did the tenant deny access or have any communication with the contractor.

Filed in evidence is a letter from the contractor dated September 22, 2021, which in parts reads,

“I further understand that the reported behavioral tendencies of the current tenant(s) in the lower level of this home, may pose a potential threat to the safety of those entering and/or working in the home.”

[Reproduced as written.]

The male tenant testified that there was an incident that occurred in their own unit; however, they apologized to the landlord for that incident and have had little contact with the landlord since then. The tenants stated at no time did they deny access or had any communication with the contractor. The tenants stated that it was the landlord informing the contractor of the incident. The tenants stated that there have been other contractors in their rental unit without any incidents since then.

The parties agreed that there is a hearing scheduled in February 2022, that relates to a disputed One Month Notice for Cause, for other issues with the tenancy, which is not for my consideration as this is an application pursuant to section 56 of the Act.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

### **Application for order ending tenancy early**

**56** (1)A landlord may make an application for dispute resolution requesting

(a)an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and

(b)an order granting the landlord possession of the rental unit.

(2)The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a)the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

(ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii)put the landlord's property at significant risk;

(iv)engaged in illegal activity that

(A)has caused or is likely to cause damage to the landlord's property,

(B)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

(C)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(v)caused extraordinary damage to the residential property, and

(b)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 [*landlord's notice: cause*] to take effect.

(3)If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

In this case, I am not satisfied that the landlord has proven a violation of the Act by the tenants, which relates to the tenant's interfering with the landlords right to have a contractor attend the premises. The tenants did not deny access or interfering with their ability to do the work as they had no contact with the contractor.

Further, the letter from the contractor states the tenant "may pose a potential threat to the safety of those entering and/or working in the home". However, this is based on a discussion with the landlord which I have no evidence what was actually said to contractor and that information may be false or inaccurate. If the contractor does not

want to attend the premises it was only because information they received from the landlord, and not through the actions or neglect of the tenants. Therefore, I dismiss the landlord's application for an order of possession pursuant to section 56 of the Act.

However, as the heating system must be installed or repair and it is essential to both living accommodations and the weather is now changing, I find it appropriate to make the following orders and by consent.

1. The landlord is to give the tenants notice, as soon as it is available, that a heating company will be attending to do installation and/or repairs. The landlord is not required to give the tenants 24 hours notice as it is not within the landlord's control when the company can attend, and this is essential to the living accommodations for both parties.
2. I Order the male tenant not to be present at the time the heating company is present or while the work is being completed. I Order the female tenant, if home, to ensure they do not interfere in anyway with the contractor or the landlord during this time. Both tenants must not deny access and must not interfere with the work necessary to have the heating system installed.

The parties further consented to the following:

1. The shared premises is not soundproof, and noise easily travels. Both parties are to ensure that foul language is not to used, so it will not impact any child of either household or the other party.
2. The landlord is entitled to use the laundry facilities on Sundays from 10am to 9pm. **I order** the tenants not to interfere in anyway with the landlord's access to the laundry facilities.

Should the tenants fail to comply with my above orders the landlord can end the tenancy pursuant to section 47 of the Act, for failure to comply with an order of the Director.

### Conclusion

The landlord's application for an order of possession pursuant to section 56 of the Act, 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: October 21, 2021