



# 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 an order of possession pursuant to section 56;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

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

The landlord was 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 tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 22, 2021 and has submitted copies of the Canada Post Receipt and Customer Tracking labels for each package as confirmation. I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the tenant has been sufficiently served as per section 71 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.

The landlord seeks an urgent application about a tenant who poses an immediate and severe risk to the rental property, other occupants or the landlord.

The landlord provided written details which states in part,

*Tenant is disturbing neighbors to the point that they are fearful. Tenant has threatened to deface my property. Tenant is selling drugs and involved in criminal activity. Tenant has been charged with possession of guns and drugs.*

[reproduced as written]

The landlord claims that the tenant has threatened to deface the property and threatened to damage the property. The landlord referred to a text message in which the tenant states, "I put all that work in and did all these renovations and I will be removing it".

The landlord stated that this was the threat by the tenant to damage her hardwood floors. The landlord stated that she has been unable to give notice to attend and inspect the rental property due to warnings by the police to not attend the premises. The landlord as such was unable to gather any evidence of damage to the property.

The landlord stated that there is another dispute filed by the tenant regarding unpaid rent scheduled in December 2021, but that this was unrelated to this hearing. The landlord also referenced submitted copies of printout of an online public database which shows the charging history of the tenant's boyfriend. The landlord was unable to provide any supporting evidence that these charges were related to the rental unit.

### 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.

In this case, I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the landlord has been unable to provide sufficient evidence to satisfy me that there is an immediate and severe risk to the rental property, other occupants or the landlord. The landlord stated that she has been unable to gather any evidence at the rental unit due to police warnings not to attend at the rental unit. I find that without any supporting evidence of the tenant or a person permitted on the property by the tenant who poses an immediate and severe risk to the rental unit, other occupants or the landlord, the landlord has failed to provide sufficient evidence for an early end to the tenancy.

### Conclusion

The landlord's application 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 18, 2021