



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the Landlords' Application filed under the *Residential Tenancy Act* (the "Act") for an early end of tenancy pursuant to section 56 of the *Act*. The matter was set for a conference call.

Both the Landlords attended the hearing and were each affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified the Application for Dispute Resolution and Notice of Hearing had been sent to the Tenant by Canada Post Registered mail sent on September 23, 2021, a tracking number was submitted into documentary evidence as proof of service. I find that the Tenant had been duly served in accordance with the *Act*.

The Landlords were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

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.

### Issues to be Decided

- Are the Landlords entitled to an early end of tenancy and an Order of Possession, under section 56 of the *Act*.

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlords testified that this tenancy began on March 15, 2021, that the rent is collected in the amount of \$1,350.00, and the Tenant paid the Landlord a \$700.00 security deposit at the outset of the tenancy.

The Landlords testified that this tenancy started well but had deteriorated since the Tenant and their spouse separated. The Landlords testified that they had received complaints about the Tenant looking in the windows of other occupants and having rude and aggressive conversations with other occupants of the rental property. Additionally, the Landlords testified that some time in July or August 2021, the Tenant had threatened them, and the police had to be called. The Landlord submitted two written statements from the neighbours into documentary evidence.

The Landlord testified that they served a One-Month Notice (the "Notice") to end tenancy on the Tenant on July 28, 2021, and that the Tenant did not move out in accordance with that notice as they had filed to dispute the Notice.

When the Landlord was asked to provide testimony as to why they had waiting so long after issuing the Notice to file for this expedited hearing under section 56 of the *Act*, the Landlord testified when they received the Tenant's Notice of Hearing documents, showing that the Tenant had filed to dispute the Notice to end tenancy and the hearing for that dispute was not until December 2, 2021, they decided that this was too long to wait and they decided to file for these proceedings.

### Analysis

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

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

In order to end a tenancy early and issue an Order of Possession under section 56, a landlord has the burden of proving that:

- There is sufficient cause to end the tenancy such as; unreasonably disturbed another occupant, seriously jeopardized the health, or safety, or a lawful right, or interest of the landlord, engaged in illegal activity, or put the landlord's property at significant risk; and
- That it would be unreasonable or unfair to the landlord or other occupants to wait for a One-Month notice to end tenancy for cause under section 47 of the *Act* to take effect.

I have reviewed the Landlord's entire testimony and documentary evidence submissions to these proceedings, and I find that while the Tenant's conduct may have been disturbing to others, the Landlords' actions of issuing a One-Month Notice on July 28, 2021, then waiting 45 days to file for these proceedings shows that on a balance of probabilities, the Tenant's conduct was not so severe that waiting for a Notice to take effect would be unreasonable.

Section 56 of the *Act* provides an opportunity for a landlord to end a tenancy without the need for issuing a Notice in circumstances when a tenant has done something so wrong that the need to wait for a Notice to take effect would be unreasonable. In this case, I find that the Landlords' own actions showed that they were willing to wait for a One-Month Notice to take effect and that this application is more in the nature of an attempting to use section 56 of the *Act* to jump the hearing queue with the Residential Tenancy Branch. Consequently, I find the circumstances of this case are not so significant or severe that it would have been unreasonable for the Landlord to have to wait for a One-Month Notice to take effect if there was sufficient cause to end the tenancy.

Therefore, I dismiss the Landlords' application for an early end of tenancy under section 56 of the *Act*, as I find it neither unreasonable nor unfair that the Landlords would need to wait for a One-Month Notice to take effect and for the required hearing process under that notice.

Conclusion

I dismiss the Landlords' application for an early end of tenancy. This tenancy continues 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 19, 2021

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Residential Tenancy Branch