



# 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 the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing and provided undisputed affirmed testimony. The tenants 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 tenants were served with the notice of hearing package by posting it to the rental unit door on September 29, 2021 with a witness. The landlord also stated that the tenants were served with the submitted documentary evidence on 3 separate occasions by posting them to the rental unit door with a witness.

I accept the undisputed affirmed testimony of the landlord and find that the tenants were sufficiently served with the notice of hearing package and the submitted documentary evidence 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?

## 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 stated that on September 14, 2021 the tenants threatened to damage the landlord's property. The tenants subsequently damaged her property by throwing her patio furniture about on the same day. The landlord stated that the patio table is seen in the submitted photograph on top of her patio chairs. The landlord described the damage as the red fabric patio chair being "mis-shaped". No other damage was reported by the landlord.

The landlord also reported an ongoing dispute of another 2 month notice to end tenancy issued by the landlord which has caused a tense relationship with the tenants.

## 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 that the tenants threatened to damage the landlord’s property on September 14, 2021, however, the landlord’s evidence of actual damage is unsupported. The landlord claimed her patio furniture was thrown about and relied upon the submitted photograph of a patio table sitting on top of a red patio chair. The landlord’s evidence of actual damage is that the red patio fabric chair as “mis-shaped” is inconclusive as to actual damage. I also find that damage claimed by the landlord is not considered “extraordinary damage” as referenced under section 56 of the Act to be entitled to an early end to the tenancy. On this basis, I find that the landlord has failed to provide sufficient evidence in support of this application and has failed.

### Conclusion

The landlord’s application is dismissed without leave to reapply.

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 25, 2021

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Residential Tenancy Branch