



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's agent (the landlord) attended the hearing via conference call 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 an expedited hearing and the submitted documentary evidence posted to the rental unit door on November 4, 2021. I accept the undisputed affirmed evidence of the landlord and find that the tenants were 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:

Tenant- S.H. is putting safety of landlord, also other tenants within building at risk as shutting water off several times Tenant has assaulted Mr. S.R.- police was called in. Tenant has made threat to M.R.- police file no... Tenant has lots of comings & goings to premises at night – disturbing peace & quiet enjoyment of other occupants in the building Police has attended several several times to the premises as file #... Tenant still owes \$1500 to date.

[reproduced as written except for names]

The landlord clarified that the landlord's family member, S.R. was attacked by the tenants on September 28, 2021. The landlord stated that the police were called who then attended, but no action was taken as the tenants were not present on that occasion or on any subsequent visit by the police. No details of the attack were provided by the landlord. The landlord called his witness, S.R. who repeated that he was attacked by the tenants. The witness did not provide any details of the attack. The landlord stated that they only have a police file no. to reference, no copy of the report was obtained.

The landlord also stated that the tenants had threatened to assault the landlord's son. The landlord stated that the police were called, but no action was taken by the police. The landlord stated that they only have a police file no. to reference, no copy of the report was obtained. The landlord also stated that the tenants have broken a window. The landlord feels threatened by the tenants and have concerns about their safety.

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 testimony of the landlord and find that the landlord has failed to provide sufficient evidence to satisfy me that the tenants pose an immediate and severe risk to the rental property, other occupants or the landlord.

Despite the landlord's testimony that the tenants have attacked the landlord's family member; and threatened to assault another, no action has been taken by the police and not details of the attack were provided. The landlord stated that the police have attended, but the tenants were never present. I find that the landlord has failed to provide sufficient evidence to satisfy me that the tenants pose an immediate and severe risk.

Conclusion

The landlord's application is denied.

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: November 19, 2021