



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 filed under the *Residential Tenancy Act* (the "Act") for an early end of tenancy pursuant to section 56 of the *Act* and to recover the cost of filing the application from the Tenant. The matter was set for a conference call.

The Landlord, as well as the Tenant and the Tenant's Advocate (the "Tenant") attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and the Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. However, the Landlord confirmed that they had not served the video recordings they submitted onto evidence to the Tenant. The Landlord was advised that their video evidence would not be considered in my decision as this evidence was not served on the Tenant. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

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

- Is the Landlord entitled to an early end of tenancy and an Order of Possession, under section 56 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to all 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 tenancy agreement recorded that this tenancy began on November 16, 2020, as a month-to-month tenancy. Rent in the amount of \$1,980.00 is to be paid by the first day of each month, and the Tenant paid the Landlord a \$990.00 security deposit at the outset of the tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that in May 2020, the Tenant threw rocks at their dog. The Landlord testified that they called the police due to this incident and that the police attended their property and spoke to the Tenant about the incident. The Landlord testified that they had to put up a wall in their backyard to prevent this from happening again. The Landlord submitted a police file number into documentary evidence.

The Landlord testified that on January 8, 2021, the Tenant repeatedly rang their front doorbell between six to seven in the morning. The Landlord testified that they called the police due to this incident and that the police did not attend their property, but that the Police called the Tenant, telling them to no longer ring the Landlord's doorbell. The Landlord submitted a police file number into documentary evidence.

The Landlord also testified that the Tenant laughs at them and flashed them the middle finger whenever they saw each other.

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.

In this case, while the Tenant's conduct may have been disturbing to others, 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 find that the Landlord has fallen short of the standard required to obtain an early end of tenancy under section 56 of the *Act*.

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

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has not been successful in their application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this hearing.

Conclusion

I dismiss the Landlord's application for an early end of tenancy and to recover their application fee. 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: January 31, 2022

Residential Tenancy Branch