



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The Landlord applied for an early end to the tenancy, pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided affirmed testimony. However, the Tenants did not appear. The Landlord stated that he served the Tenants with the Notice of Dispute Resolution Proceeding and evidence on April 20, 2022, by posting a copy to the front door. Pursuant to section 88 and 90 of the Act, I find the Tenants are deemed to have been served with this package 3 days after it was posted, on April 23, 2022.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issue(s) to be Decided

- Does the Landlord have cause to end the tenancy early?

Background and Evidence

The Landlord stated that the Tenants have stopped paying rent, and have started using drugs, and fighting routinely to the point where police have to be called. More specifically, the Landlord stated that there are two Tenants living in the rental unit, and one of the Tenants, J.L., has been arrested several times in the past little while for

domestic violence. More recently, on March 14, 2022, the Landlord stated that the Tenants who live above this rental unit overheard a heated domestic dispute, and called the police out of fear that someone was going to get hurt. The Landlord stated that the Tenant upstairs heard screaming, thumping, banging, and swearing in a heated manner, which is why he called the police that day. When the police arrived, they knocked on the door, and J.L. would not open the door to let them in, so they police eventually kicked in the door. A photo of the door damage was provided into evidence.

The Landlord stated that after the police kicked in the door on March 14, 2022, they arrested J.L. for domestic abuse, and he was in jail for a few days, until he was released and came back to the rental unit a few days later. The Landlord stated that he went to the rental unit the following day, and noted that the female Tenant, D.B., had a bruised and cut face, and appeared injured.

The Landlord also stated that he attended the rental unit on or around April 15, 2022, to try to ask why rent has not been paid for March or April 2022, and he was told by J.L. to leave the premises and that he was not going to pay rent. The Landlord stated that he had a disagreement with the Tenant about rent, because he refused to pay, and the Tenant, J.L. swung his fist at the Landlord. The Landlord stated that the only reason he was not hit was because he managed to get out of the way.

Analysis

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, there is sufficient cause; and, it would be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

I have carefully considered the undisputed evidence before me and I find the Tenant's (J.L.) behaviour is significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act. I find J.L.'s physical aggression towards the Landlord and the other female Tenant poses an immediate and severe risk to other both of these individuals. As such, I find the Landlord is entitled to an order of possession.

As the Landlord's application was successful, and pursuant to section 72 of the Act I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I **authorize** the landlord to retain \$100.00 from the tenant's security deposit in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: May 09, 2022

Residential Tenancy Branch