



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      ET FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for an early end to the tenancy pursuant to section 56;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:42 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord testified that on June 14, 2022, a copy of the Application for Dispute Resolution and Notice of Hearing was served on the tenant by posting to the door of the rental unit.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to an order of possession for an early end to the tenancy?  
Is the landlord entitled to recover its filing fee?

### Background & Evidence

The rental unit is a basement suite shared with a roommate. The tenancy began on January 1, 2022, with a monthly rent of \$1100.00 payable on the 1<sup>st</sup> day of each month.

The landlord testified that on June 3, 2022, the landlord was served with letters from the roommate and the upstairs tenant requesting the landlord to take action against the tenant. The landlord testified that the tenant is using hard illegal drugs and one occasion had to be taken to the hospital. The landlord and other occupants fear the tenant may burn the house down while high. The landlord testified the tenant has created an uncomfortable environment for the other occupants as she is constantly allowing strangers onto the premises and in once instance security cameras were disconnected. The landlord testified the tenant is also neglecting a kitten which was not originally part of the tenancy.

The landlord submitted a copy of the letters received from both the roommate and the upstairs tenant in support of the above.

### 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 or a person permitted on the property by 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 One Month Notice for cause to take effect.**

Without making a finding on whether or not the landlord has cause to end this tenancy on any of the above grounds, I find that the landlord has not provided sufficient evidence to meet the latter part of the above test.

In the circumstances as described by the landlord and the witness statements submitted by the other occupants, I find it would not be unreasonable, or unfair to the landlord to wait for a One Month Notice for cause to take effect. An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect. There is nothing in the landlord's evidence to suggest the tenant poses an immediate serious threat to the health and safety of the landlord or other occupants or to the landlord's property. There was no evidence submitted that the tenant was using hard drugs on the premises and how this may be a potential fire hazard. There was no evidence that the tenant ever threatened to burn the house down or either threatened to or caused extraordinary damage to the property. Further, there was nothing submitted to reflect that the landlord has attempted to address these matters with the tenant or issued any warnings where she may have not been in compliance with her tenancy agreement.

Accordingly, I dismiss the landlord's application for an early end to the tenancy.

As the landlord was not successful in this application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

The landlord's application is dismissed.

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: June 28, 2022

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Residential Tenancy Branch