



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution to end the tenancy early and obtain an Order of Possession, and to recover the filing fee from the Tenant.

Both parties appeared for the hearing and provided affirmed testimony. Both parties confirmed receipt of each other's evidence packages and no service issues were raised. The Tenant confirmed receipt of the Landlord's Notice of Dispute Resolution Proceeding. I find all documents and evidence are sufficiently served.

All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make oral 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

- Is the Landlord entitled to end the tenancy early and obtain an Order of Possession?

### Background and Evidence

The Landlord stated that the Tenant was supposed to move out at the end of his fixed term tenancy at the end of January 2022. However, he did not, which has caused the Landlord and his wife to be homeless, since they had planned to move into the rental unit. The Landlord stated that he has been couch surfing, while he waits for the Tenant

to move out. The Landlord stated that his health has suffered lately, due to not having a stable place to live, and because the Tenant won't move out.

After the Tenant failed to move out at the end of January 2022, the Landlord served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use (2-month notice) in early April. The Tenant applied to cancel that Notice and a hearing is scheduled in August 2022 for that matter. The Landlord explained that he cannot wait that long for an Order of Possession, which is the main reason why he filed this application for an early end to the tenancy.

The Landlord stated that he also filed this application to end the tenancy early because the Tenant is blocking the air circulation and sunlight to the bedroom, which caused mould accumulation in the house. The Landlord also stated that the Tenant has clogged the pipes, causing "irreparable" damage.

The Landlord provided a couple photos of the rental unit, showing some clutter, and some minor dark patches on the walls/windows, which he asserts is mould.

The Landlord also stated that the Tenant is hard to get along with. The Landlord explained that there was a second Tenant renting a separate bedroom under a separate tenancy agreement, and this tenant moved out suddenly because he was having difficulty dealing with the Tenant on this application (issues with mail, garage access). The Landlord claims the Tenant bullied the other Tenant so that he left.

The Tenant denied ever bullying the other Tenant. The Tenant also denies that he has caused any damage to the unit. The Tenant claims that the Landlord is abusing this expedited hearing process to try to end the tenancy before he has a chance to dispute the 2 month notice in August. The Tenant stated that the Landlord has made all sorts of false claims to the police about him, and has broken into the rental unit on several occasions to steal the Tenant's items, and harass him.

The Landlord denies that he has done any of this.

The Tenant pointed to a series of negative interactions in June 2022, whereby the police were called, and the parties were making several allegations about one another. The Tenant asserts the Landlord made false claims that the Tenant was going to commit suicide in order to disrupt the Tenant with a police visit.

The Landlord claims he and the Tenant are still friends, and he just wants to work out the issues.

### 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 evidence and testimony before me. I note the parties have an increasingly dysfunctional and hostile relationship, which appears to have developed over the past few months. I note the Landlord stated his main reason for this application is that he and his wife are “homeless” and are “couch surfing” while they wait for the Tenant to vacate. I note the Landlord asserts this is a risk to his health.

It appears this application for an expedited hearing was largely filed because of the length of time the parties must wait for a hearing about the 2 Month Notice, which was issued back in April 2022. I note the Tenant is entitled to dispute the 2 Month Notice, and that issue will be decided separately at the future hearing in August. I am not satisfied that the Tenant’s actions in this regard pose an immediate and severe risk to the Landlord or the rental property, as he is legally entitled to dispute that Notice. The Tenant is not required to vacate before that hearing, and before a decision is rendered on that matter. In any event, I am not satisfied that by failing to move out at the end of

the fixed term, and by disputing the 2 Month Notice issued in April, that the Tenant is posing an immediate and severe risk to the Landlord.

With respect to the other claims the Landlord made (mould, garage access, blocked drains, issues with other Tenants), I am not satisfied that any of these issues are such that the Tenant poses an immediate and severe risk to the property or the Landlord. The Landlord only loosely referred to these matters, and I do not find the photos, evidence, or testimony sufficiently show that the situation is significant and severe enough, such that it warrants an early end to the tenancy, pursuant to section 56 of the Act. An early end to tenancy is typically reserved for situations where it is not reasonable for the Landlord to wait for a 1-Month Notice to take effect and where there is significant risk to life or property. I dismiss the Landlord's application for an order of possession, as I do not find it meets the criteria for an early end to tenancy, as laid out above.

Given the Landlord was not successful in this hearing, I decline to award the recovery of the cost of the filing fee paid to make this application.

### Conclusion

The Landlord has not met the burden to prove the tenancy should end early. Therefore, the Landlord's Application is dismissed without leave to re-apply and the tenancy will continue until such time it is 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: July 08, 2022

---

Residential Tenancy Branch