



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FFL

### Introduction

This expedited 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; and
- authorization to recover the filing fee from the tenants pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 30 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord attended and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord was made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and they testified that they were not making any recordings.

The landlord testified that they served the tenant with the notice of hearing and evidence by registered mail sent on July 14, 2022. The landlord submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on July 19, 2022, five days after mailing, in accordance with sections 88, 89 and 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to the relief sought?

### 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 arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The landlord gave undisputed evidence regarding the following facts. This periodic tenancy began in July 2020. The suite is a unit in a multi-unit building with three residential units and 1 commercial unit. The current monthly rent is \$965.00 payable on the first of each month. A security deposit of \$425.00 and pet damage deposit of \$200.00 were collected at the start of the tenancy and are held by the landlord.

The landlord makes the following submissions in their application:

the tenant has failed to pay rent in a timely manner for the past 7 months. June rent is outstanding. Unknown persons - not tenants - are entering the residents home and causing damage - the laundry room has been vandalized, and door lock broken to gain entry. There appears to be drug activity with on at the address connected to [the tenant]. The police have been on site June 18th 2022 [police incident number] Other residents are fearful for the safety as well as their well being

The landlord attributes damage to a shared laundry room to the tenant or their guests and submitted some photographs of the damage to the facility.

The landlord submits that they have issued both a 10 Day Notice to End Tenancy for Unpaid Rent and 1 Month Notice to End Tenancy for Cause dated June 17, 2022 prior to applying for the present application for an expedited hearing on June 23, 2022.

The landlord called another resident of the rental property as a witness. They provided a written statement dated June 22, 2022 and gave testimony of multiple individuals coming and going from the rental unit, their demeanor and how they are causing a disturbance. The witness said that police have been called on occasions and they are fearful for their own safety.

### Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of 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 for a landlord's notice for cause.

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 or be considered by way of an application for dispute resolution.

In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.
- put the landlord's property at significant risk;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;
- engaged in illegal activity that 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;
- engaged in illegal activity that 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, **and**

it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause] to take effect.

Based on the totality of the evidence before me, I am not satisfied that the landlords have met their evidentiary onus to establish that this is a situation where an early end of tenancy is warranted.

I find that the issue of unpaid rent or late payment of rent to be irrelevant to the matter at hand as they do not give rise to a basis for an early end of tenancy. I find little evidence that the damage to the shared laundry facilities is attributable to the tenant or their guests and in any event, based on the photographs submitted, is not damage that could reasonably be characterized as extraordinary or putting the property at significant risk.

I find little evidence to support the landlord's submission that there is unreasonable disturbance to, or serious jeopardy to the health and safety of others. I find the testimony of the witness and their written submissions to be general complaints with little cogent details or particulars. Much of the complaints about the tenant's guests appear to be based on their demeanor and unhoused status. I find the attendance of police to be of limited probative value as anyone can call and have them attend regardless of the underlying merit of any complaint.

I find that the landlords have not met their evidentiary onus to show that the behaviour of the tenants gives rise to a reason for this tenancy to end. I find there is insufficient evidence in support of the landlords' application seeking an early end of the tenancy and accordingly dismiss the application in its entirety. This tenancy continues until ended in accordance with the *Act*.

### Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

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: August 4, 2022

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Residential Tenancy Branch