



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the landlord applied on July 5, 2022 to:

- end a tenancy early, pursuant to section 56 of the Act; and
- recover the filing fee from the tenant, pursuant to section 72 of the Act.

The hearing was attended by the landlord, the tenant, and the tenant's spouse. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The parties confirmed they received each other's documents pertaining to the hearing.

### Issues to be Decided

- 1) Is the landlord entitled to an early end of tenancy and an order of possession?
- 2) Is the landlord entitled to the filing fee?

### Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars regarding the tenancy. It began May 15, 2019; rent is \$1,770.36, due on the first of the month; and the tenant paid a security deposit of \$850.00, which the landlord still holds. The rental unit is half of a duplex.

A copy of the tenancy agreement is submitted as evidence.

The landlord testified that in contravention of the tenancy agreement, the tenant had put a child's pool filled with water in the front of the rental unit, which posed a drowning hazard for children, as the tenant was not draining it daily as required by the tenancy agreement. The landlord testified they notified the tenant in writing on June 29, 2022 that the pool must be removed within 24 hours, but the tenant did not comply. The landlord testified this put his insurance policy at risk, and that the policy covered both units of the duplex.

The landlord testified that on July 12, 2022, the tenant removed the pool. The tenant agreed she removed the pool on or around July 12, 2022.

The tenant testified that the pool adhered to the requirements of the tenancy agreement, including that it was drained daily. The tenant testified that a bylaw officer had visited and measured the pool, but had not knocked on the door or left a notice.

### Analysis

The landlord has applied to end the tenancy early, pursuant to section 56 of the Act.

Section 56(2) states [emphasis added]:

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii) put the landlord's property at significant risk;

(iv) engaged in illegal activity that

(A) has caused or is likely to cause damage to the landlord's property,

- (B) 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
- (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (v) caused extraordinary damage to the residential property, **and**
- (b) 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 [*landlord's notice: cause*] to take effect.

Residential Tenancy [Policy Guideline 51. Expedited Hearings](#) states that the expedited hearing process has been established for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit.

The landlord has testified that the tenant had endangered children and threatened the landlord's insurance as she had not removed a child's swimming pool within 24 hours of receiving the landlord's written notice to do so.

The parties agree that the pool was removed on or around July 12, 2022.

I find the landlord has not demonstrated there is an imminent danger to the health, safety, or security of the landlord or a tenant, and I do not find it would be unreasonable for the landlord or other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect.

Therefore, I dismiss the landlord's application for an early end of tenancy, pursuant to section 56 of the Act.

As the landlord is unsuccessful in their claim, I decline to award them the filing fee.

### Conclusion

The landlord's application is dismissed; the tenancy will continue until 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: August 25, 2022

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Residential Tenancy Branch