



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord November 03, 2022 (the “Application”). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I confirmed service of the hearing package and Landlord’s evidence, and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

There is no issue that there is a tenancy agreement between the parties.

The Landlord seeks to end the tenancy due to the Tenant leaving a truck outside the rental unit in an area it is not supposed to be parked as well as belongings in common areas of the building. The Landlord testified that bylaw officers have attended and issued notices to the Landlord about this, including a notice that the building may have to be vacated if the belongings are not removed from common areas. The Landlord testified that the truck was removed at the Landlord's expense. The Landlord testified that the belongings in the common areas pose a fire and safety risk to the building and other tenants.

The Tenant testified that they had no problem with their truck being removed. The Tenant testified that their belongings were in the common areas because them and their son were moving, and their son was working on their truck. The Tenant testified that their belongings have now been removed from common areas other than a few items under the stairwell which is out of the way. The Tenant testified that some of the items under the stairwell are not theirs.

The Landlord submitted documentary evidence to support their position.

Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early where two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) 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) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or

5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test.

Section 56 of the *Act* is reserved for the most serious of circumstances, for example issues such as violence or threats. Even accepting the Landlord's version of events, I do not find the circumstances sufficiently serious to warrant ending this tenancy without notice pursuant to section 56 of the *Act*. I find the Landlord can address the issues raised through a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act*, and I do not find there to be any unfairness or unreasonableness in requiring the Landlord to do so because I do not find the circumstances sufficiently urgent or serious.

The Application is dismissed without leave to re-apply.

Conclusion

The Application is dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 06, 2022

Residential Tenancy Branch