



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the Landlord's Application filed under the *Residential Tenancy Act* (the "Act") for an early end of tenancy pursuant to section 56 of the *Act* and to recover the cost of filing the application from the Tenants. The matter was set for a conference call.

The Landlord attended the hearing and was affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified the Application for Dispute Resolution and Notice of Hearing had been posted to the front door of the rental unit, a proof of service form signed by a witness was submitted into documentary evidence as proof of this service. I find that the Tenant had been duly served in accordance with the *Act*.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

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.

### Issues to be Decided

- Is the Landlord entitled to an early end of tenancy and an Order of Possession, under section 56 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlord submitted that this tenancy began on April 3, 2022, that the rent is collected in the amount of \$1,400.00, and that the Tenant paid the Landlord a \$700.00 security deposit at the outset of the tenancy. A copy of the tenancy agreement was submitted into documentary evidence.

The Landlord submitted that they have issued three notices to end this tenancy but that the Tenant had not moved out as required under those notices. The Landlord submitted three notices into documentary evidence.

The Landlord testified that the Tenant had moved their girlfriend into the rental unit without their permission and that the Tenant and the girlfriend have loud domestic disputes, that is disrupting to them and their children.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

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

In order to end a tenancy early and issue an Order of Possession under section 56, a landlord has the burden of proving that:

- There is sufficient cause to end the tenancy such as; unreasonably disturbed another occupant, seriously jeopardized the health, or safety, or a lawful right, or interest of the landlord, engaged in illegal activity, or put the landlord's property at significant risk; and
- That it would be unreasonable or unfair to the landlord or other occupants to wait for a One-Month notice to end tenancy for cause under section 47 of the *Act* to take effect.

I have reviewed the Landlord's entire testimony and documentary evidence submissions to these proceedings, and I find that while the Tenant's conduct may have been disturbing to the Landlord, I find the circumstances of this case are not so significant or severe that it would be unreasonable for the Landlord to have to wait for a One-Month Notice to take effect if there was sufficient cause to end the tenancy.

Additionally, I find that the Landlord has already issued a One-Month Notice to end this tenancy, and their actions of issuing that Notice on January 19, 2023, then waiting 28 days to file for these proceedings shows that on a balance of probabilities, the Tenant's conduct was not so severe that waiting for that Notice to take effect would be unreasonable.

Section 56 of the *Act* provides an opportunity for a landlord to end a tenancy without the need for issuing a Notice in circumstances when a tenant has done something so wrong that the need to wait for a Notice to take effect would be unreasonable. In this case, I find that the Landlords' own actions showed that they were willing to wait for a One-Month Notice to take effect and that this application is more in the nature of an attempt to use section 56 of the *Act* to jump the hearing queue with the Residential Tenancy Branch, as applications under section 56 of the *Act* are given priority in the hearing schedule.

Overall, I find that the Landlord has fallen short of the standard required to obtain an early end of tenancy under section 56 of the *Act*. Consequently, I dismiss the Landlord's application for an early end of tenancy under section 56 of the *Act*, as I find it neither unreasonable nor unfair that the Landlord would need to wait for a One-Month Notice to take effect and for the required hearing process under that notice.

Conclusion

I dismiss the Landlord's application for an early end of tenancy. This tenancy continues until 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: March 3, 2023

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Residential Tenancy Branch