



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing convened to deal with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied for an order ending the tenancy early and recovery of the filing fee.

The landlord and the tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. The tenant confirmed receipt of the landlord's application and evidence. The tenant did not file evidence.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without the requirement of a One Month Notice to End Tenancy and receive an order of possession of the rental unit?

### Background and Evidence

According to the written tenancy agreement filed in evidence, the single room occupancy tenancy began on January 25, 2022, and monthly rent is \$800.

The landlord explained that they rent 3 separate rooms to different tenants. The landlord said their family stay in the upper portion of the residential property; however, the tenant said the landlord and family do not live there and they have not seen the landlord for the last 3 weeks.

In their application, the landlord wrote the following:

*After arguments, (tenant name) personally attacking other two occupant tenants. Tenant (other tenant) was physically attacked and be punched. I am forced to the wall, with bad words, and rudely and disrespectful manner, be spitted over the face when I serviced Notice to in person.*

[Reproduced as written except for  
redacting personal information]

The landlord said they filed this application in response to complaints from the two other tenants living in the property. The landlord claimed that the tenant assaulted the other tenant, which led to the application.

When asked, the landlord said they heard loud voices on the time of the incident, but did not remember the dates of the alleged assault. The landlord confirmed that the other tenant did not call the police after the alleged assault, as they were a busy student.

The landlord submitted that the tenant has been served a 1 Month Notice to end the tenancy, which has been disputed by the tenant. A hearing on the tenant's application is set for July 2023.

Filed in evidence were text messages and a written report from the other tenants.

Tenant's response –

The tenant said the day of the incident, things had been tense between the tenants. The other tenant continued to berate the tenant about garbage.

The tenant denied hitting the other tenant and the landlord's evidence from the third tenant which stated otherwise is false, as the third tenant was not home at the time.

The tenant said that there was a battle of egos between all three tenants, but there was no consideration from the landlord of his side of the events.

The tenant denied the landlord would have heard anything, as the landlord does not live in the upper portion of the home.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* is an extraordinary remedy which grants the Director authority to end a tenancy without a notice of end tenancy if sufficient cause is established and the landlord demonstrates that it would be both unfair and unreasonable to allow the tenancy to continue until a one month Notice to End Tenancy under section 47 would take effect.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not been met on a balance of probabilities.

I deny the landlord's application as I find that the landlord has not met the test required under section 56 of the *Act* to end this tenancy early.

In the case before me, I find the landlord submitted insufficient evidence that the tenant assaulted another tenant of the property. While the landlord provided text messages and statements, I find this evidence is unsupported by a first-hand accounting of events. The other tenants were not present at the hearing to provide testimony or be cross-examined, and apart from that, the undisputed evidence is that the other tenant did not report the alleged assault to the police.

Without at least a report to the police or the first-hand accounting, I find the landlord submitted insufficient evidence of imminent danger to the health, safety, or security of a landlord or another tenant or occupant.

The landlord did not provide evidence relating to a claim that the tenant caused extraordinary damage to the residential property, and therefore, that matter was not considered.

For these reasons, I therefore find the landlord submitted insufficient evidence to meet the high bar needed to end this tenancy earlier than to wait for a one month notice to end the tenancy under section 47 of the Act.

I **dismiss** the landlord's application for an early end to the tenancy due to insufficient evidence, without leave to reapply.

The filing fee is not granted as a result.

### Conclusion

The landlord's application was dismissed, without leave to reapply, due to insufficient evidence.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 19, 2023

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Residential Tenancy Branch