



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 and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

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 May 29, 2020, that the rent is collected in the amount of \$1,050.00, and that the Tenant paid the Landlord a \$525.00 security deposit at the outset of the tenancy. A copy of the tenancy agreement was submitted into documentary evidence.

The Landlord submitted that they had a previous hearing for this tenancy with the Residential Tenancy Branch on March 6, 2023, and that a settlement agreement was reached between them and the Tenant during those proceedings. The Landlord testified that the Tenant has failed to live up to the terms of that agreement. The Landlord submitted a copy of the final decision issued the March 6, 2023, hearing with Residential Tenancy Branch into documentary evidence.

The Landlord testified that on March 12, 2023, the Tenant was banging on the door between their unit and their neighbour in a threatening and harassing manor. The Landlord submitted a witness statement and a video of the March 12, 2023, incident into documentary evidence.

The Landlord testified that due to the March 12, 2023, incident they issued a one-month notice for cause to end the tenancy to the Tenant.

The Landlord also testified that the Tenant has threatened and harassed the Landlord's staff as well and has not disputed the one-month notice they issued.

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 and other occupants, 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 March 13, 2023, then waiting 50 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: May 16, 2023

Residential Tenancy Branch