



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.

Both the Tenants and the Landlord attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and the Tenants were 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 May 1, 2022, that the rent is collected in the amount of \$1,768.00, and that the Tenant paid the Landlord a \$600.00 security deposit and a \$300.00 pet damage deposit at the outset of the tenancy. A copy of the tenancy agreement was submitted into documentary evidence.

The Landlord testified that the rental unit was raided by police on April 5, 2023, due to criminal activity in the rental unit. The Landlord submitted that they have issued a One-Month notice for cause due to that incident but that the Tenants had not moved out as required under those notices.

When the Landlord was asked to provide testimony as to why they had applied for this expedited hearing under section 56 of the *Act*, when they had a One-Month Notice for Cause they could have applied to enforce. The Landlord testified that they had applied to enforce the Notices but that the decision maker in those proceedings had been confused by their application.

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 testimony and documentary evidence submissions to these proceedings, and I find that while the April 5, 2023 incident and 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, then waiting 26 days to file for these proceedings shows that on a balance of probabilities, the April 5, 2023, incident and the Tenants' conduct were 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 Landlord's own actions showed that they were willing to wait for a One-Month Notice to take effect.

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 and to recovery the filing fee. 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: June 1, 2023

Residential Tenancy Branch