



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding 1084408 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

On March 24, 2023, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing. At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during 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.

Background

The Landlord and Tenant testified that the tenancy began around May of 2022, and is on a month-to-month basis. The parties testified that rent in the amount of \$600.00 is due by the first day of each month. The Tenant rents a room and shares common areas with another occupant who lives in the unit under a separate tenancy agreement.

The Landlord applied for an early end of tenancy on the same day that he served the Tenant with a One Month Notice to End Tenancy for Cause dated March 24, 2023. The Landlord wants to end the tenancy based on an allegation of harassment and assault.

The Landlord testified that he served the Tenant with a One Month Notice to End Tenancy for Cause dated March 24, 2023. The Tenant provided a copy of the One

Month Notice. The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

Tenant or a person permitted on the property by the Tenant has:

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord.*
- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.*

The Landlord was asked why he has applied for an emergency hearing for an early end of tenancy when he has issued a One Month Notice based on the same allegations against the Tenant? The details within the One Month Notice alleges that the Tenant harassed and assaulted another Tenant. The Landlord stated that the Tenant presents a risk to the other occupants living on the property.

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. On March 26, 2023, the Tenant disputed the One Month Notice, within the required time frame. A conference call hearing is scheduled for June 30, 2023, to determine whether or not the Landlord has sufficient cause to end the tenancy.

The Landlord provided testimony that the other occupant of the rental unit was feeling uncomfortable with the Tenant. The Landlord provided copies of text messages the Tenant sent to the occupant that are difficult to read but appear to be related to issues about garbage, recycling, and cleanliness.

The other occupant reported to the Landlord that on March 21, 2023, the Tenant had yelled at her and ran towards her. She ran into the house to be safe, and the Tenant then grabbed her boyfriend by his hoody collar. The Landlord stated that the other occupant has now left the rental unit and has not returned. The Landlord stated that the other occupant reported the incident to the police. The other occupant or her boyfriend were not present to provide testimony on what occurred.

In reply, the Tenant testified that the occupant's boyfriend has been living at the rental unit since mid-January 2023. He stated that the other occupant's boyfriend is a drug dealer and tries to get the Tenant to buy drugs.

The Tenant stated that he told the occupant's boyfriend to keep his drugs out of the house; whereupon the boyfriend raised his voice and approached the Tenant within

inches of him and raised his arm back in a threat to strike him. The Tenant stated that he grabbed the arm and tried to push him back. The two yelled at each other and the occupant's boyfriend entered the house.

The Tenant stated that the other occupant of the unit was not present to observe the incident. The Tenant testified that the police spoke to him on March 21, 2023, and he explained what happened. The Tenant stated that the officer said there was no assault, and no charges were laid against either party.

The Tenant stated that in early March he previously asked the other occupant to assist with cleaning up the rental unit and she responded by accusing him of harassment.

The Tenant also stated that his girlfriend has not moved into the unit, but she did spend five days there upon her return from Australia. He stated that the Landlord then tried to illegally rise his rent by an additional \$200.00.

Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by the Tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property,
- has 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

- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property, **and,**
- **it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.**

Residential Tenancy Branch Policy Guideline #51 Expedited Hearings provides the following information:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application.

Based on the testimony and documentary evidence before me, I make the following findings:

I find that the Landlord's evidence is hearsay. The Landlord did not observe the incident and the other occupant was not present to provide testimony. I find that the Tenant's evidence to be a credible account of what transpired.

I find that the incident does not rise to a level to warrant ending the tenancy on an urgent/ early basis.

I find that it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the dispute of the Notice issued under section 47 of the Act that is scheduled for June 30, 2023.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is dismissed.

Conclusion

The Landlord issued a One Month Notice to the Tenant at the same time and for the same reasons contained in his application for an early end of tenancy.

I find that it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the dispute of the Notice issued under section 47 of the Act that is scheduled for June 30, 2023.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit is dismissed.

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: April 14, 2023

Residential Tenancy Branch