

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

In This Guideline:

A. Takeaway	1
B. Related Guidelines	1
C. Legislative Framework	2
D. Legislative Purpose	2
E. Grounds to end a tenancy	3
1. Significantly interfered with, unreasonably disturbed, or seriously jeopardized the health, safety, lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk	3
2. Engaged in illegal activity.....	7
3. Caused extraordinary damage to a rental unit or residential property	8
F. Processes to end a tenancy.....	9
One Month Notice to End Tenancy for Cause	9
Application to End a Tenancy Early	10
Examples	11
G. Policy Guideline Intention.....	11
H. Changes to Policy Guideline.....	12

A. Takeaway

This policy guideline addresses ending a tenancy for cause in situations where the tenant, or a person permitted on the property by the tenant, seriously jeopardized the health, safety, lawful right or interest of other occupants or the landlord or poses a significant risk to or causes extraordinary damage to the landlord's property.

B. Related Guidelines

[Policy Guideline 1: Landlord & Tenant – Responsibility for Residential Premises](#)

[Policy Guideline 6: Entitlement to Quiet Enjoyment](#)

[Policy Guideline 32: Illegal Activities](#)

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

[Policy Guideline 51: Expedited Hearings](#)

C. Legislative Framework

The following sections describe ending a tenancy for cause in situations where the actions of a tenant, or a person permitted on the property by the tenant, unreasonably disturb or seriously jeopardize the health, safety, or lawful right or interest of other occupants or the landlord, cause extraordinary damage to the rental unit or residential property, or put the landlord's property at significant risk.

<i>Residential Tenancy Act</i> (RTA)	<i>Manufactured Home Park Tenancy Act</i> (MHPTA)
<ul style="list-style-type: none">• section 47 (d), (e), and (f)• section 56 (2)	<ul style="list-style-type: none">• section 40 (c), (d), or (e)• section 49 (2)

D. Legislative Purpose

One of the primary purposes of the RTA and MHPTA ("legislation") is to provide protections to tenants regarding ending tenancies beyond what exists at common law (see [Berry and Kloet v. British Columbia \(Residential Tenancy Act, Arbitrator\)](#), 2007 BCSC 257, para. 11; upheld in [Shuster v. British Columbia \(Residential Tenancy Branch\)](#), 2024 BCCA 282, para. 46). When determining whether grounds to end a tenancy for cause have been met, the director will consider the remedial purpose of the legislation (see, for example, [McLintock v. British Columbia Housing Commission](#), 2021 BCSC 1972, para. 56).

To end a tenancy for cause, usually the tenant or person permitted on the property by the tenant has engaged in sufficiently problematic conduct that seriously impacts the landlord or other occupants of the residential property or manufactured home park. In other words, a landlord cannot end a tenancy for cause in circumstances where the impact to the landlord or other occupants is insignificant.

Given the protective purpose of the legislation, a tenant's actions following the receipt of a Notice to End Tenancy for Cause can be a relevant consideration when

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

deciding whether ending the tenancy is justified or necessary (see [Senft v. Society for Christian Care of the Elderly](#), 2022 BCSC 744 at paras. 39-40). However, a landlord cannot rely on the actions of a tenant following the issuance of the notice to end tenancy as proof that the notice to end tenancy was validly given.

Depending on the circumstances, a landlord could also be expected to first give a tenant a warning about their behaviour before taking the step to issue a notice to end tenancy. Clear written warnings to a tenant generally provides better evidence of the steps a landlord has already taken than verbal warnings.

E. Grounds to end a tenancy

1. Significantly interfered with, unreasonably disturbed, or seriously jeopardized the health, safety, lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk

A landlord may end a tenancy if the tenant, or a person permitted on the residential property or in the manufactured home park by the tenant, has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the property or park,
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- put the landlord's property at significant risk.

The legislation uses strong wording, like "significantly," "unreasonably," and "seriously," to ensure that a landlord can only end the tenancy if the conduct in issue meets the above criteria. During a hearing, the director must determine whether the landlord has met the burden of proof.

Significantly interfered with or unreasonably disturbed the landlord or another occupant

A landlord may end a tenancy if the tenant or a person permitted on the property by

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

the tenant “significantly interfered with or unreasonably disturbed another occupant or the landlord” of the property or park.¹

To end a tenancy under this ground, the landlord must establish that:

- the tenant, or a person permitted on the property by the tenant, interfered with or disturbed the landlord or another occupant of the property and
- the interference was significant, or any disturbance was unreasonable.

This requires something more than the minor annoyances that ordinarily arise when occupying multi-unit buildings or parks, especially during hours when people are typically awake, such as hearing an occasional argument or some hammering when a tenant is hanging pictures. A tenant taking part in Indigenous cultural practices, like smudging, would also not meet this threshold. The concept of unreasonable disturbance considers whether the action would disturb another “reasonable” occupant.

On the other hand, if a tenant repeatedly played loud music late at night or had long frequent screaming fights with another occupant in their unit, this could be considered an unreasonable disturbance to the other occupants of the rental property.

Seriously jeopardized the health or safety of the landlord or another occupant

A landlord may end a tenancy if a tenant or a person permitted on the property by the tenant “seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.”²

The word “seriously” indicates that the risk is substantial; it is not minor or trivial. A risk can be substantial either because it is very likely a harm will, in fact, occur, or

¹ Sections 47 (1) (d) (i) and 56 (2) (i) of the RTA; Sections 40 (1) (c) (i) and 49 (2) (a) (i) of the MHPTA.

² Sections 47 (1) (d) (ii) and 56 (2) (ii) of the RTA; Sections 40 (1) (c) (ii) and 49 (2) (a) (ii) of the MHPTA.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

because the impact would be particularly serious for a risk that has a reasonable possibility of occurring.

"Jeopardized the health" may refer to situations where someone's physical or mental well-being is at serious risk. This could include significant exposure to toxic substances or unsanitary conditions, or the creation of an environment that could lead to serious illness or injury.

"Jeopardized the safety" may involve actions or failures to act that create a dangerous environment. This could include fire hazards, throwing items off a balcony or violence that could lead to serious physical harm.

Below are some examples of situations that could meet the threshold for jeopardizing the health or safety of the landlord or another occupant:

- **Unsanitary Living Conditions or Hoarding:** Tenants allowing their unit to become excessively dirty or cluttered, leading to pest infestations, mould growth, fire hazards, or other serious health hazards beyond their rental unit.
 - A rental unit or manufactured home site does not have to be kept in immaculate condition. If it is at a standard that most people would consider ordinary or normal cleanliness, a tenant is meeting their obligations under the legislation. Even if not quite at this standard, an untidy unit is typically not sufficient for a notice to end tenancy. The unit or site must be at a level of uncleanliness that it is putting the safety of the landlord or other occupants at risk; for example, it is so dirty that it attracts pests or is so cluttered that it poses a fire hazard.
- **Fire Hazards:** Tenants engaging in activities that create fire risks, such as tampering with or removing smoke detectors, overloading electrical circuits, or improperly storing flammable materials.
- **Unauthorized Alterations:** Making changes to the residential property that compromise its safety, like removing safety features (e.g., handrails) or making unsafe structural, electrical or plumbing modifications.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

- Blocked Emergency Exits: Obstructing fire escapes, windows, or doorways, which could prevent a safe evacuation in an emergency.
- Tampering with Security Systems: Disabling or interfering with security cameras, alarm systems, or other safety measures, which compromises the security of the rental property and its occupants.
- Improper Use of Appliances: Misusing appliances in a way that could cause fires, gas leaks, flooding or other dangers.

Seriously jeopardized a lawful right or interest of the landlord or another occupant

A landlord may end a tenancy if a tenant or a person permitted on the property by the tenant “seriously jeopardized...a lawful right or interest of the landlord or another occupant.”³

The word "seriously" indicates that the risk is substantial; it is not minor or trivial. A risk can be substantial either because it is very likely a harm will, in fact, occur, or because the impact would be particularly serious for a risk that has a reasonable possibility of occurring.

“Jeopardized the lawful right or interest” may refer to situations where a tenant’s action negatively affects the landlord or another occupants’ legal rights or interests. Below are some examples that could meet the threshold for jeopardizing a lawful right or interest of the landlord or another occupant:

- Changing locks without permission: A tenant changing the locks without their landlord’s consent or a director’s order to do so, which may seriously jeopardize the landlord’s right to access the rental unit with proper notice (see [Momeni v. Percy](#), 2024 BCCA 77, paras. 22, 41-47).
- Breach of insurance policy: A tenant’s actions or failure to act that might put

³ Sections 47 (1) (d) (ii) and 56 (2) (ii) of the RTA; Sections 40 (1) (c) (ii) and 49 (2) (a) (ii) of the MHPTA.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

their landlord in breach of their insurance policy.

Put the landlord's property at significant risk

A landlord may end a tenancy if the tenant or a person permitted on the property by the tenant “put the landlord’s property at significant risk.”⁴

Putting the property at significant risk goes beyond reasonable wear and tear or a “moderate” risk to a rental unit. Examples identified in the above Section (“Seriously jeopardized the health or safety of the landlord or another occupant”) may also meet the threshold of putting the landlord’s property at significant risk. For example, if a tenant makes unauthorized alterations to the rental unit that threatens the structural integrity of the property, the tenant’s actions could meet the threshold of putting the landlord’s property at significant risk.

However, there can also be instances where health and safety are not jeopardized but the tenant still puts the landlord’s property at significant risk. For example, a tenant who rents a single-family home turning off the heat before leaving for a vacation in the middle of winter could put the property at significant risk from burst water pipes.

2. Engaged in illegal activity

A landlord may end a tenancy if the tenant, or person permitted on the residential property or in the manufactured home park by the tenant, has 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 property or park, or

⁴ Sections 47 (1) (d) (iii) and 56 (2) (iii) of the RTA; Sections 40 (1) (c) (iii) and 49 (2) (a) (iii) of the MHPTA.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

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- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

Compared to the grounds to end tenancy under section E.1 of this Policy Guideline, there is a lower threshold for eviction when the tenant, or person permitted on the property by the tenant, engaged in illegal activities.

For example, to meet the grounds for eviction when a tenant has not engaged in illegal activities, the tenant must have “seriously jeopardized” the health or safety of the landlord or another occupant. In contrast, if the tenant has engaged in illegal activities, the landlord can end the tenancy if the illegal activity “has adversely affected or is likely to adversely affect” the quiet enjoyment, security, safety, or physical well-being of another occupant.

For more information on ending a tenancy for one of these grounds, see [Policy Guideline 32: Illegal Activities](#).

3. Caused extraordinary damage to a rental unit or residential property

Under the legislation⁵, a tenant is required to pay for repairs where damages are caused, by the actions of or as a result of neglect by the tenant or a person permitted on the property by the tenant.

A landlord can also end a tenancy if the tenant, or a person permitted on the property by the tenant, caused extraordinary damage to the rental unit, residential property, manufactured home site or manufactured home park. To end the tenancy under this ground, a landlord must meet the burden of proving that this damage is extraordinary.

The director will interpret the concepts of “extraordinary” and “damages” based on the context of the facts of each case (see [Kozlowski v. Mackey](#), 2017 BCSC 257, paras. 30-35).

⁵ Section 32 (3) of the RTA; Section 26 (3) of the MHPTA.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

Minor dents, chips, small holes in the walls, or a broken window are not generally considered extraordinary damage. Smashing multiple windows in a rental unit or disposing of a lit cigarette in a common area trash can which starts a fire that destroys a common area recreation room at a manufactured home park could meet the threshold.

When the damages are caused by someone other than the tenant, the landlord has the burden of not only proving that the person caused the damage, but also that they were permitted on the property by the tenant. For example, if the landlord finds a door to a rental unit kicked in and badly damaged, the landlord has the burden of proving that it was the tenant, or a person permitted on the property by the tenant, who kicked in the door, and not the result of someone breaking and entering.

F. Processes to end a tenancy

If any of the grounds outlined in Section E apply, a landlord can end the tenancy by:

- Serving a One Month Notice to End Tenancy for Cause (“1 Month Notice”), or
- Applying to the Residential Tenancy Branch (RTB) to end the tenancy early.

In the vast majority of situations, a landlord will only be able to end a tenancy by serving a 1 Month Notice to the tenant. A landlord can only apply to end a tenancy early where there is an imminent danger to the health or safety of the landlord or another occupant.

One Month Notice to End Tenancy for Cause

Under section 47 of the RTA and section 40 of the MHPTA, a landlord can serve a 1 Month Notice to a tenant if any of the grounds outlined above in Section E apply. The landlord must set out the details of the ground or grounds for ending the tenancy in the 1 Month Notice. A tenant has 10 days from the date the notice is received to dispute the notice. If an application for dispute resolution arises from a 1 Month Notice, the onus is on the landlord to establish, on a balance of probabilities, the grounds for ending the tenancy.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

Application to End a Tenancy Early

Under section 56 of the RTA and section 49 of the MHPTA, a landlord can apply for dispute resolution through the RTB to request an order to end a tenancy early if:

- any of the grounds outlined above in section E apply, **AND**
- it would be unreasonable, or unfair to the landlord or other occupants of the residential property or park, to wait for a 1 Month Notice to take effect.

Applications that are not based on one of the grounds outlined above, such as applications based on unpaid rent, will be dismissed without a hearing being scheduled.

While all of the grounds outlined above in section E are serious and of concern to landlords, it will generally only be unreasonable or unfair for a landlord or other occupants to have to wait for a 1 Month Notice when there is a very serious breach with likely significant consequences to health, safety or property if the issue is not resolved as quickly as possible or for other true emergencies. A financial loss only is not typically sufficient to end a tenancy early.

The director automatically considers applications under section 56 of the RTA and section 49 of the MHPTA for an expedited hearing. The director has established an expedited hearing process under Rule 10 to deal with circumstances where there is an imminent danger to the health or safety of a landlord or tenant (see [RTB Rules of Procedure](#)). The expedited hearing process is for emergency matters and for very serious breaches only, where urgency and fairness necessitate shorter service and response time limits.

Sufficient supporting evidence must be provided with the application for an expedited hearing under section 56 of the RTA or section 49 of the MHPTA. The landlord must provide sufficient evidence to prove the tenant or a person allowed on the property by the tenant 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 1 Month Notice to take effect.

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

Without sufficient evidence, the director will dismiss the application. The landlord must then give the tenant a 1 Month Notice. This results in a tenant, to whom one of the grounds in section E applies, ultimately being able to stay in the rental unit longer than if the landlord had used the appropriate process initially.

If a landlord applies for an early end to tenancy, the onus is on the landlord to establish, on a balance of probabilities, the grounds for ending the tenancy **AND** that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a 1 Month Notice to take effect.

For more information on applying to end a tenancy early, including what evidence could support such an application, see section D in [Policy Guideline 51: Expedited Hearings](#).

Examples

Below are examples of situations that may meet the threshold for applying to end a tenancy early:

- A tenant or person permitted on the property by the tenant physically assaults the landlord or another occupant
- A tenant knocks down a load-bearing wall in their rental unit without authorization from their landlord, which compromises the property's structural integrity

Below are examples of situations that would not meet the threshold for applying to end a tenancy early. In these situations, the landlord could serve a 1 Month Notice:

- A tenant verbally insults the landlord on a few occasions, but does not make any threats to the landlord's health, safety, or property
- A tenant repeatedly plays loud music late at night or has long frequent screaming fights with another occupant in their unit

G. Policy Guideline Intention

55. Ending a Tenancy for Cause: Significant Interference and Risk, Unreasonable Disturbance, Serious Jeopardy, and Extraordinary Damage

Sep-24

The RTB issues policy guidelines to help RTB staff and the public in addressing issues and resolving disputes under the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*. This policy guideline may be revised and new guidelines issued from time to time.

H. Changes to Policy Guideline

Section	Change	Notes	Date Guideline Changed
All	New	Policy Guideline Created	2024-09-20

Change notations

am = text amended or changed

del = text deleted

new = new section added