



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** ET, FF

### **Introduction**

This hearing was held in response to the application of the landlord seeking to end this tenancy early and recover the filing fee for the costs of this application.

The tenants did not appear although I am satisfied that they were served with the application for dispute resolution on October 3, 2008 by posting the application to the rental unit door.

### **Issues**

Is the landlord entitled to end this tenancy early, that is without notice to the tenants for cause.

### **Background and Evidence**

The rental unit is within a strata building. The landlord has produced letters addressed to him from the strata corporation regarding an unlicensed and uninsured Jeep parked on the property (dated June 18, 2008), excessive noise levels (dated July 17, 2008), cigarette butts being thrown off the balcony (dated July 17, 200). Further letters regarding the same problems were also submitted in evidence dated August 5, 2008 along with a letter dated August 8, 2008 that the council has requested that he be fined \$60.00 for towing and storage charges. The landlord had no further evidence to submit only to say that his tenants are a problem in the strata complex.

The landlord says he did serve a Notice to End Tenancy for Cause on the tenants but the effective date of the Notice had passed and the tenants have not moved so the landlord decided to take steps to seek an Early End of Tenancy as allowed by Section 56 of the *Residential Tenancy Act*.

## Findings

An end of tenancy under Section 56, that is, without giving due notice as allowed elsewhere in the Act, is a remedy to be applied in extraordinary situations. The landlord alleging the activity has the burden of proving that the activity has:

- 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; or
- that the tenants have 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;
- or that the tenants have caused extraordinary damage to the residential property.

Such is the extent of the problems caused by the tenants that 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 [landlord's notice to end tenancy for cause] to take effect.

I find that the evidence provided shows that the strata council sent Notice to the landlord of their complaints in July and again in August. The landlord did not submit any evidence as to the steps he took to inform the tenants of the problems. Further the

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landlord says that he did issue a Notice to End Tenancy for Cause and even though the tenants did not move, he did not apply for an Order of Possession. However, the evidence is that the landlord filed an application for dispute resolution seeking an early end of tenancy on October 3, 2008.

The evidence is that the landlord issued a Notice to End Tenancy for Cause but did not act on that notice when the tenants failed to vacate the rental property choosing instead to make a new application for an early end of tenancy. I find that the landlord has not proven circumstances such that it would be unreasonable or unfair to issue and pursue a Notice to End Tenancy for Cause and I therefore dismiss the landlord's application for an early end of this tenancy.

Dated October 14, 2008.