



Dispute Resolution Services

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

Dispute Codes: ET, FF

Introduction

This hearing dealt with the landlord's application for an order to end tenancy early and obtain an order of possession, and recovery of the filing fee for this application. The landlord's agent and the tenant both participated in the hearing and each gave affirmed testimony.

Issues to be Decided

- Whether the landlord is entitled to an order to end tenancy early and an order of possession, in addition to recovery of the filing fee

Background and Evidence

Pursuant to a written residential tenancy agreement the month-to-month tenancy began on September 9, 2005. Currently, rent in the amount of \$338.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$162.50.

The landlord served the tenant with a 1 month notice to end tenancy for cause, a copy of which was submitted into evidence. The notice is dated December 17, 2008 and both parties agree that it was hand-delivered to the tenant on December 20, 2008. As set out in the notice, 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 ("Branch"). The date shown on the notice by which the tenant must vacate the unit is January 31, 2009. In the meantime, the landlord has applied for an earlier date on which to end the tenancy.

In response to the landlord's application the tenant made a 15 page submission to the Branch. During the hearing he acknowledged that, for a variety of reasons, he had not provided a copy of his submission to the landlord. In his submission the tenant essentially undertook to defend himself against the assertions set out in the submission by the landlord's agent.

During the hearing the landlord's agent stated that he has received no written complaints from other residents concerning the tenant. Additionally, the landlord's agent was unable to confirm that the tenant was responsible for damage to the landlord's property with the exception of a broken lock on the laundry door, the replacement of which the tenant had paid for by the time this hearing was convened. Further, the landlord's agent indicated that upsets between the tenant and another particular resident had settled down of late, and that he had not ever directly received any verbal complaints about the tenant from that particular resident. There were no other residents or employees of the landlord present as witnesses at the hearing with first hand accounts of dealings with the tenant to support the landlord's application for an early end to tenancy and order of possession.

Analysis

Section 56 of the *Act* speaks to an application for order ending tenancy early. In part, this section of the *Act* states:

56(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(b) 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: cause*] to take effect.

Based on the documentary evidence and testimony of the parties, I am not persuaded that it would be unreasonable or unfair for the landlord or other occupants of the residential property to wait for the subject notice to end tenancy to take effect.

Conclusion

Pursuant to all of the above, the landlord's application is hereby dismissed.

DATE: December 31, 2008

Dispute Resolution Officer