

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** ET

### **Introduction**

This hearing dealt with an application by the landlord for an early end to tenancy.

### **Issues to be Decided**

Does the landlord have cause to end the tenancy early?

### **Background and Evidence**

The landlord submitted into evidence an undated letter in which the landlord stated “*The tenants have breached the conditions of the landlords crime free lease addendum on several occasions with breach letters served. Last month the Chilliwack RCMP entered the suite and removed a sawed-off shotgun from the premises.*”

The landlord stated that this note was written at the time the landlord applied for an early end to tenancy which is February 27, 2009. As per the above quote, the police incident would have occurred in January 2009. The landlord has cited a police file number, but failed to submit this into evidence. During the hearing, the landlord reviewed the police file, and stated that the incident occurred on February 13, 2009.

The landlord stated that the tenancy started in February 2008 and the problems started in January of 2009. The landlord also testified that management of the property had changed hands and the landlord was not sure of the tenant’s history prior to January 2009. The landlord stated that the tenant has several visitors who cause problems for the other tenants and who may be responsible for the vandalism of the building complex. The landlord did not submit any evidence to support this.

The landlord has issued a breach letter to the tenant on February 13, 2009 and agreed that the visitors to the tenant’s apartment have been minimal since then. Even though the landlord stated that the tenant was served on several occasions with breach letters, the landlord was able to locate only one more undated letter, other than the one dated February 13, 2009, on the tenant’s file.

The tenant testified that an incident had occurred outside the residential complex on February 13, 2009 and the police were inspecting all the apartments in the complex as part of their routine investigation. The tenant allowed the police into the rental unit and they found the firearm. The tenant stated that he was unaware of its presence or he would have secured it. The firearm belonged to the co tenant's brother who had moved his belongings into the rental unit. The tenant stated that the police checked the firearm and determined that it was not stolen. The police confiscated the firearm but did not arrest or charge the tenant.

The tenant admitted that he has multiple visitors who are for most part homeless people who visit the tenant, to use the facilities in the rental unit. The tenant stated that the tenant allows the visitors to shower and the tenant provides the visitors with food if necessary. The tenant stated that since the landlord issued a warning letter to the tenant, the tenant has ceased most of this activity.

The tenant denied any illegal activity being conducted inside the unit and stated that the police had visited the unit once before as someone had complained about the number of visitors to the rental unit. The tenant stated that on that occasion, there had been a death in the family and people were visiting to condole with the tenant. The tenant stated that other than these two visits from the police, the tenant has not had any problems nor has the tenant's presence or activities, posed a threat to the safety of the landlord or other tenants.

### **Analysis**

In addition to proving that there is cause to end the tenancy, in an application of this nature the landlord must clear a second hurdle. Under section 56(2)(b) of the Act, in order to establish a claim for an early end to tenancy, the landlord must establish that "it would be *unreasonable, or unfair* to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47" .

The landlord waited for two weeks after this incident to apply for an early end to the tenancy and the landlord agreed that the visitors to the rental unit have decreased since then.

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 while a one month notice to end tenancy takes effect.

While the landlord may have established cause to end the tenancy upon one month's notice, the landlord has not established grounds for an extraordinary remedy such as this. For the above reasons, I dismiss the landlord's application to end tenancy early.

### **Conclusion**

I find that the landlord has not proven the landlord's claim and hence I dismiss the application.

Dated March 16, 2009.

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Dispute Resolution Officer