



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes ET

Introduction

This hearing was convened upon the application of the landlord seeking an Early End of Tenancy pursuant to Section 56 and recovery of the filing fee.

The landlord attended the hearing. The tenant did not. The landlord gave evidence that he served the tenant with the Application for Dispute Resolution and notice of hearing by posting the documents to the rental unit door. I am therefore satisfied that the tenant has had notice of this claim.

Issue(s) to be Decided

Is the landlord entitled to end this tenancy early without giving notice as required by the Act? And, is the landlord entitled to recover the filing fee paid to make this application.

Background and Evidence

The landlord testified that the male tenant moved without providing written notice leaving the female tenant behind. The female tenant wishes to have her boyfriend move in with her into the rental unit. The landlords say they do not wish to enter into a tenancy agreement with the female tenant and/or her boyfriend yet the female tenant says she is unable to leave. The landlord says he would like an Order of Possession. The landlord says rent has not been paid for March and he has been unable to reach either the male or female tenant.

Analysis

The landlord has made an application seeking an Early End of Tenancy pursuant to Section 56 of the Act which says that a landlord may make an application for dispute resolution to request an order:

- (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under, section 47 [landlord's notice: cause] or 57.41 [notice to end tenancy: tenant's needs], and
- (b) granting the landlord an order of possession in respect of the rental unit.

And that 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, either that:

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 interests 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;
- engaged in illegal activity that 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;
- engaged in illegal activity that 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, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause] or 57.41 [notice to end tenancy: tenant's needs] to take effect.

Based on the testimony of the landlord set out above, I find that the landlord has failed to prove that any of the circumstances described above exist such that it would be unreasonable or unfair to the landlord or other tenants to serve the tenant with a notice to end tenancy under Section 47, or as the landlord claims no rent has been paid to serve a Notice to End Tenancy for unpaid rent and to wait for that notice to take effect.

Conclusion

The landlord's application 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*.
