



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and for an early end to the tenancy.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on February 19, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

Background and Evidence

This tenancy started on April 15, 2011 as a fixed term tenancy with an expiry date of April 30, 2012. Rent is \$720.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$360.00 on March 30, 2011.

The Landlord said the Tenant and the Tenant's guests have been disrupting the rental complex and therefore the Landlord is requesting an early end to tenancy. The Landlord said they have had complaints from other tenants that loud music and shouting is coming from the Tenant's rental unit. The Landlord said they did an inspection of the unit on February 7, 2012 and found people who were not the Tenant in the unit and they did not know where the Tenant was. The Landlord said they have received 3 complaints in the last two weeks about noise in the unit. The Landlord continued to say that they have warned the Tenant verbally, but have not given the Tenant a written warning for the noise complaints. As well the Landlord said they believe that the Tenant is doing or dealing drugs from the rental unit. The Landlord said she has no prove of this, but a number of the other tenants have said this. The Landlord said the other tenants would not give written complaints because they are scared of retaliation from the Tenant. There were no other tenants called as witnesses to corroborate the Landlords statements.

The Landlord continued to say they have issued a 10 Day Notice to End Tenancy for unpaid rent to the Tenant on February 2, 2012 as she did not pay the February rent of \$720.00. As well the Landlord said the Tenant has not damaged any property and the Landlord is not aware of any of the other tenants being put at risk.

Analysis

Section 56 of the Act says a Landlord may make an application to request an order to end a tenancy early if the Tenant significantly interfered with or unreasonable disturbs other occupants or the landlord, seriously jeopardizes the health or safety of other occupants or the landlord, put the landlord property at significant risk, jeopardizes the lawful right of other occupants, caused extraordinary damage to the property or that it would be unreasonable or unfair for a landlord or other occupant to wait for a notice to end tenancy.

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord. Section 56 of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk. Or that it would be **unfair** for a landlord or other occupant to wait for a notice to end tenancy.

In this case the Landlord has not given the Tenant any written warning notices, the Tenant has not caused any extraordinary damage and the Landlord has already issued a notice to end tenancy to the Tenant for unpaid rent. I find that the reasons given for an early end to the tenancy have not reached the level of **unreasonableness, significance, seriousness or unfair** required by section 56 of the Residential Tenancy Act. I find that the Landlord has not established grounds to establish cause for an early end to the tenancy, consequently I dismiss the Landlord's application for an early end to tenancy.

As the Landlord has been unsuccessful in this matter I order the Landlord to bear the \$50.00 filing fee for this application which they have already paid.

Conclusion

The Landlord's application for an early end to tenancy is dismissed without leave to reapply.

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*.

Residential Tenancy Branch