



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

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

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by posting it on the door of the Tenant’s rental unit on May 7, 2012. The Tenant said he received the Application and Notice of Hearing on May 7, 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 with both parties in attendance.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started on August 1, 2005 as a fixed term tenancy with an expiry date of August 1, 2007 and then renewed on a month to month basis. Rent is \$1,035.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$425.00 in August, 2005.

The Landlord said the Tenant has his belongings in common areas of the building which have created a safety issue. These issues include the Tenants motorcycle parked beside his balcony, the Tenant’s bicycles on his balcony and the Tenant’s bicycles in a storage area where the Landlord said the bicycles hit and broke a smoke detector that had to be replaced.

As well the Landlord said on March 30, 2012 she had an argument with the Tenant and the Tenant pushed her, which the Landlord said was very disrespectful. The Landlord said she phoned the police, but no charges were filed. The Landlord said she has issued a 1 Month Notice to End the Tenancy for Cause with an effective vacancy of May 31, 2012, but because of the Tenant pushing her she has made this application to end the tenancy early. The Landlord requested an Order of Possession for as soon as possible.

The Tenant said he had the permission of the Landlord to park his motorcycle beside his balcony and the bicycles on the balcony and in the storage area and they do not cause any safety hazard. The Tenant said he enters and exits his unit from the balcony all the time so there is no issue of exiting his unit from the balcony if there was a fire in the building.

Further the Tenant said he and the Landlord did have an argument on March 30, 2012, but he did not push the Landlord. The Tenant said he pushed the Landlord's hand out of his face because she was screaming at him and waving her hand in his face. The Landlord said the Tenant pushed her arm and she was not screaming in the Tenant's face. The Landlord said she did not fall down from the push and she was not injured by the push, although the Landlord said the arm the Tenant pushed is sensitive because of a previous injury.

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 or the landlord 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 Tenant has not caused any extraordinary damage and has not interfered with the Landlord to a degree that would warrant an early end to the tenancy. Further the Landlord has already issued a notice to end tenancy for cause to the Tenant with an effective vacancy date of May 31, 2012. 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 the cause for an



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Office of Housing and Construction Standards

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