



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord's agent testified the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 17, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the testimony of the landlord's agent, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice, pursuant to Section 56 of the *Act*.

Background and Evidence

The landlords' agent confirmed the tenancy began on June 1, 2012 as a 1 year fixed term tenancy for a monthly rent of \$725.00 due on the 1st of each month with a security deposit of \$362.50 paid on May 15, 2012.

The landlord issued a 1 Month Notice to End Tenancy for Cause on July 6, 2012 with an effective dated of August 31, 2012 citing the tenants or a person permitted on the property by the tenants has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord indicated in her Application the tenants were issued a 1 month Notice and they continue to disturb others and so the landlord is seeking an early order of possession. The landlord's agent testified the tenants have not caused any additional disturbances since the issuance of the Notice.

Analysis

Section 56 of the *Act* stipulates a landlord make seek an order of possession ending a tenancy on a date that is earlier than the tenancy would end if a 1 Month Notice to End Tenancy for Cause.

The Section allows ending the tenancy this way if the landlord can first establish that there is Cause to end the tenancy and second establish that it would be unreasonable or unfair for the landlord or other occupants of the residential property to wait for a 1 Month Notice to End Tenancy to take effect.

From the evidence and testimony provided I find the landlord has failed to substantiate that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect.

Conclusion

For the reasons above, I dismiss the landlord's Application in its entirety. I note however, the landlord remains at liberty to seek an order of possession based on the 1 Month Notice to End Tenancy for Cause issued on July 6, 2012.

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*.

Dated: July 27, 2012.

Residential Tenancy Branch