



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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.

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

In her details of dispute the landlord says that the tenant gave notice to end the tenancy as of September 30, 2012 and the landlord now seeks an Order of Possession. At the hearing of the matter the landlord says the tenant sublet the rental unit.

Analysis

Section 56 of the Act 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 that he wishes to end this tenancy because the tenant gave notice to end the tenancy or because she sublet the rental unit without permission. 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 and 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*.

Dated: October 23, 2012.

Residential Tenancy Branch