



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with an application by the landlord seeking an order to End the Tenancy Early and an order of possession. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by personally serving them on March 19, 2013 and having a witness present when doing so. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order to End the Tenancy Early?

Is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on or about February 23, 2013. Rent in the amount of \$830.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$415.00.

The landlord gave the following testimony:

The landlord stated that the tenant has allowed an unreasonable amount of people into the suite. The landlord stated that the tenants smoke cigarettes and marijuana in the suite and had to call the police over several times. The landlord stated that the tenants have threatened his ex-wife and have stolen some of his son's personal belongings.

The landlord stated that the tenant signed an agreement that he would vacate the unit on or before April 10, 2013.

### Analysis

The landlord provided some documentation for this hearing. All testimony and documentation was considered in making a decision. The landlord provided two letters that he stated were submitted by neighbors however the landlord was the only participant in the hearing.

In making an application for an early end to this tenancy the landlord has the burden of proving that there is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlords property at risk, **and** by proving that it would be unreasonable or unfair to the landlord or other occupants to wait for a One Month Notice To End Tenancy for Cause under Section 47 of the Act to take effect.

It is apparent from the testimony of the landlord that there are issues between the tenant and the landlord. Section 56 of the Act uses language which is strongly written 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's **unfair** to the landlord or other occupants to wait for a Notice to End Tenancy.

Based on the testimony provided by the landlord, the insufficient documentation and the signed agreement that the tenant is vacating the unit on or before April 10, 2013, I am not satisfied that the landlord has proven its case that the tenancy should end early and therefore he is not entitled to an order of possession.

The tenancy remains in effect.

Conclusion

The landlords' 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: April 02, 2013

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Residential Tenancy Branch

