



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

ET, FF

Introduction

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession without notice?

Background and Evidence

The landlord testified that there have been complaints about the tenant making too much noise and the strata has sent numerous letters threatening that fines will be imposed and finally issued a communication demanding that the landlord terminate the tenancy for cause. Copies of these communications were in evidence.

The landlord stated that One Month Notices to End Tenancy were issued to the tenant on two occasions, but efforts to proceed were hampered by problems serving the documents.

The tenant testified that he did receive the warning letters from the strata and pointed out that some of the allegations made against the tenants were found to be baseless.

The landlord confirmed this, and also pointed out that the continuing noise complaints likely stem from clashes in lifestyles within the complex. However, according to the

landlord, significant monetary fines from the strata management will be imposed against the owner if this tenancy is not terminated in the near future.

Analysis

The landlord is seeking an Order of Possession based on section 56(1) of the *Residential Tenancy Act*, (the *Act*), which permits the landlord to end a tenancy without notice to a tenant in certain restricted and compelling circumstances. In making a determination on this matter based on the testimony and the evidence presented during the proceedings it must be determined whether or not the criteria contained in section 56(2) of the *Act* to justify ending the tenancy has been successfully met.

To be entitled to an Order of Possession under the *Residential Tenancy Act*, (the *Act*) the landlord must prove both of the following:

- a) That the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed , seriously jeopardized the health or safety or a lawful right or interest of the landlord or other occupants, or has put the landlord's property at significant risk or engaged in illegal activity that has resulted in causing damage, and affecting the quiet enjoyment, security, safety, physical well-being, lawful right or interest of another occupant of the residential property,

and

- b) That it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

The burden of proof in satisfying criteria set out in section 56 of the *Act* to justify an immediate end to a tenancy is high and the landlord must prove that the situation is dire.

A mediated discussion ensued during the hearing and the parties agreed that an end to the tenancy would be a solution. A mutually agreeable date was reached to end the tenancy on August 1, 2013 at 1:00 p.m.

Accordingly, based on the mutual agreement reached between the parties, I hereby grant the landlord an Order of Possession effective Thursday, August 1, 2013 at 1:00 p.m. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is not entitled to be reimbursed the cost of the application as the dispute was resolved between the participants during the hearing.

Conclusion

The parties reached a mutual agreement with respect to the effective date for terminating this tenancy and an Order of Possession was issued to the landlord on consent.

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 04, 2013

Residential Tenancy Branch