



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This matter dealt with an application by the Landlord for an Early End to the Tenancy and an Order of Possession.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the “hearing package”) by personal delivery on November 23, 2013. The Landlord submitted two witness letters to support the service of the documents. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started on March 1, 2012 as a month to month tenancy. Rent is \$1,050.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$500.00 on February 15, 2012.

The Landlord said the Tenant turned off the electrical power into his unit which is upstairs from the Tenants’ rental unit. The Landlord said he contacted the Police to accompany him into the Tenants’ rental unit to see what the electrical problem was and to correct it. The Landlord submitted a letter from the Police indicating the electrical problem was either a result of someone disabling the electricity or a fuse had blown. The Landlord said the electrical box for both the Tenants’ rental unit and his unit are in the Tenants’ rental unit and that is why he had to enter the Tenants’ rental unit to deal with the electrical issue.

The Landlord continued to say the Tenants have not paid the rent since July, 2013 and he has another application for dispute resolution to end the tenancy for unpaid rent. That Hearing is set for January 22, 2014.

The Landlord said he did not submit any other evidence beside the Police letter and two witness letters that supported the service of Hearing documents.

The Landlord continued to say he issued a 10 Day Notice to End Tenancy for unpaid rent to the Tenants in October, 2013 and he has not received any rent payments since June, 2013.

The Landlord said he wants to end the tenancy as soon as possible.

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 Landlord's testimony and evidence that there are issues between the Tenants and the Landlord. Although the Landlord submitted a letter from the Police indicating a number of issues exist between the Landlord and Tenants the letter does not confirm that the Tenants tampered with the electrical system and there has be no charges laid. 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 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 the Landlord has already issued a notice to end tenancy to the Tenant for unpaid rent. 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 cause for an 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 he has 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*.

Dated: December 18, 2013

Residential Tenancy Branch

