



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER CITY CENTRE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and for an early end to the tenancy.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by posting it on the door of the Tenant’s rental unit on December 21, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started on April 1, 2013 as a fixed term tenancy with an expiry date of March 31, 2014. Rent is \$2,000.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$1,000.00 in advance of the tenancy.

The Landlord said the Tenant has been late with many rent payments and the Tenant has accumulated a number of strata fines. The Landlord said the strata fines were a result of the Tenant breaking the rules of the rental complex. The Landlord indicated he sent in documentation to support these claims. The Arbitrator told the Landlord the documentation was received on February 12, 2014 by the Branch and under the Act evidence has to be received 5 working days prior to the hearing. In this situation the evidence was received 3 working days prior to the hearing, therefore the evidence is considered late and as a result is inadmissible to the hearing.

The Landlord continued to say the Tenant also has unpaid rent for January, 2014 of \$2,000.00 and for February, 2014 for \$2,000.00.

The Landlord said he made the application to end the tenancy because the Tenant is repeatedly late paying the rent and he has broken strata rules.

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.

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 Landlord said he has given the Tenant a 1 Month Notice to End Tenancy for Cause, but the Landlord has not applied to end the tenancy based on that Notice. The Landlord has applied under Section 56 of the Act which is the provision to end a tenancy early because of unreasonable behaviour, serious interference with other occupants or the landlord or that the Tenant has put the property at significant risk. I find that the reasons given for an early end to the tenancy of late payments and strata fines have not reached the level of **unreasonableness, significance, seriousness or unfairness** required by section 56 of the Residential Tenancy Act. Consequently, I find that the Landlord has not established grounds to establish cause for an early end to the tenancy, I dismiss the Landlord's application for an early end to tenancy.

Conclusion

The Landlord's application for an early end to tenancy is dismissed with 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: February 17, 2014

Residential Tenancy Branch

