



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing dealt with an application by the landlord to end the tenancy early and obtain an order of possession.

### Preliminary Issues

#### *Teleconference System*

The hearing commenced as scheduled at 1:00 p.m. on today's date. At that time, only the landlord's agent and I had called into the teleconference hearing. At approximately 1:28 p.m., an operator came on the line and stated that one of the tenants was attempting to call in to the hearing but was unable to do so. With my consent, the operator connected the tenant into the hearing. I advised the tenant what I had heard from the landlord up to that time, and then the hearing resumed with the landlord's agent and one tenant.

#### *Amendment Declined*

On the date of the hearing the landlord faxed the Branch a request to amend their application to include a monetary claim. The landlord confirmed that she had been contacted by the Branch and informed that an application for an early end of tenancy could not include a monetary claim. I declined to amend the application to include the monetary claim.

### Issue(s) to be Decided

Should the tenancy be ended early, pursuant to section 56 of the Act?

### Background and Evidence

The tenancy began on April 4, 2012. The rental unit is an apartment in a 250-unit building.

The landlord had received complaints from other occupants regarding noise coming from the tenants' unit, specifically loud arguments between the tenants, in which the other occupants heard threats of violence. On December 6, 2013, the landlord served the tenants with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were that the tenants had (1) significantly interfered with or unreasonably disturbed another occupant or the landlord; (2) engaged in illegal activity that had or was likely to (a) adversely affect the quiet enjoyment, security, safety or

physical well-being of another occupant or the landlord; or (b) jeopardize a lawful right or interest of another occupant or the landlord; and (3) breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The effective date of the notice to end tenancy was January 31, 2014.

The tenants did not apply to dispute the notice, and they did not vacate the rental unit. On January 31, 2014, the landlord made their application to end the tenancy early.

In the hearing, the landlord stated that nine incidents involving the tenants resulted in calls to the police in 2013, and one further such incident occurred in January 2014.

The tenant responded that the landlord keeps sending the police for silly reasons. The tenant also confirmed that her son, the other respondent named as a tenant in this matter, has been living in the rental unit, but he is moving on.

#### Analysis

Under section 56 of the Act, the tenancy may only be ended early if the landlord provides sufficient evidence that the tenant has

1. significantly interfered with the landlord or another occupant of the residential property;
2. seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant;
3. put the landlord's property at significant risk;
4. engaged in illegal activity that
  - a. has damaged or is likely to damage the landlord's property,
  - b. has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or
  - c. has jeopardized a lawful right of another occupant or the landlord; or
5. caused extraordinary damage to the residential property

AND it would be unreasonable or unfair to the landlord or other occupants to wait for a notice to end tenancy for cause to take effect.

In this case, the landlord issued a notice to end tenancy for cause, but rather than apply for an order of possession pursuant to the notice, the landlord applied for an early end of tenancy. I find that the landlord has not met the requirement under section 56 that it would be unreasonable or unfair to the landlord or other occupants to wait for a notice to end tenancy for cause to take effect. Therefore, the landlord's application is dismissed.

As the landlord's application was unsuccessful, they are not entitled to recovery of the filing fee for the cost of the application.

#### 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: February 12, 2014

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Residential Tenancy Branch

