



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice, pursuant to Section 56 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on September 1, 2013 for a month to month tenancy beginning on September 1, 2013 for a monthly rent of \$450.00 due on the 1st of each month.

The landlord submits the reasons he wants to end the tenancy early are:

- The tenant has not paid rent for February 2014, although the landlord has accepted rent for March 2014;
- The tenant has failed to pay a security deposit;
- The landlord was informed by a person he states is the tenant's drug dealer that the tenant is smoking "dope" in the rental unit. He also states that he has smelled it coming through the vents;
- The tenant continuously breaks into the residential property. The parties agree that the reason the tenant did not have a key was because the landlord refused to give him a key until he paid the security deposit;
- The landlord also alleges the tenant has caused damage to the property and his vehicles.

The tenant submits that he does not smoke drugs in the rental unit and that he has not caused any damage to the property. He states that up until a month or so ago he was doing a lot of work for the landlord including going up to the landlord's cabin to complete work with him there.

The tenant submits that only reason the landlord is trying to end the tenancy is because his other tenant who lives in the upstairs unit wants to move to the downstairs unit because she can no longer tolerate the stairs due to her medical conditions.

The parties acknowledge the landlord has issued the tenant a 1 Month Notice to End Tenancy for Cause and that they have a hearing on March 21, 2014 to deal with that Notice and monetary claims on the part of both parties. In addition, the parties acknowledge the tenant has signed an agreement with the landlord to vacate the rental unit by April 1, 2014.

Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - iii. Put the landlord's property at significant risk;
 - iv. engaged in illegal activity that
 - a) Has caused or is likely to cause damage to the landlord's property,
 - b) Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - c) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - v. caused extraordinary damage to the rental unit or residential property;
- b) And 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 to take effect.

Much of the evidence presented to me consisted of disputed testimony and different versions of events. Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their version of events.

In the case before me the burden is on the landlord to provide sufficient evidence to prove his version of events. As the landlord has provided no additional evidence I find the landlord has failed to establish that he has either cause to end the tenancy or that it would be unfair to end the tenancy by having to wait until a 1 Month Notice would take effect.

And finally, as the parties have already agreed the tenancy will end on April 1, 2014 I find that the landlord has provided no evidence to establish the tenancy should any sooner than that date.

Conclusion

For the reasons noted above, I dismiss the landlord's Application in its entirety.

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: March 05, 2014

Residential Tenancy Branch

