



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacifica Housing Advisory Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an early end to tenancy and Order of Possession. The landlord also seeks to recover the filing fee for this proceeding from the tenant.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Residential Tenancy Act* (*Act*); served by posting them to the tenant's door on July 07, 2014. The tenant was deemed to be served the hearing documents on the third day after they were mailed as per section 90(c) of the *Act*.

The landlord's agents (the landlord) appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to end the tenancy early and gain an Order of Possession on the basis of their application to end the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

The landlord testified that this month to month tenancy started on April 15, 2014. Rent for this unit is \$435.00 per month and is due on the first day of each month in advance. The landlord provides housing to support tenants that are difficult to house and there are staff on site to support tenants with personal difficulties to help tenants maintain their housing.

The landlord testifies that the two neighbouring tenants do not get along and there are constant arguments, fighting, and altercations between these tenants. The landlord refers to 13 non critical incident reports provided in documentary evidence concerning the altercations between the two tenants; incidents in which the tenant has had guests without signing them in; and four incidents where the tenants has set off the fire alarm in her unit and then prevented the fire personal accessing her unit to determine the cause of the alarm. This has resulted in the landlord being fined by the fire service.

The landlord testified that more recently the tenant has allowed a male guest to stay at her unit over night and this male guest threatened the tenant's neighbour with a knife. The tenant's neighbour is not willing to make a statement for fear of repercussions. The landlord agreed that the incident report for this has not been provided in documentary evidence as they were waiting for a police file number.

Analysis

When an early end to tenancy is granted, instead of receiving a One Month Notice, which a tenant would receive when being evicted for cause, the tenant receives virtually no notice. An early end to tenancy is an extreme remedy under the *Act*, when there are provisions in the *Act* providing the landlord with opportunity to evict the tenant for cause and providing the tenant with a specific notice period.

Under S. 56(2)(b) of the *Act*, in order to establish a claim for an early end to tenancy, the landlord must establish that it would be unreasonable or unfair to the landlord, the tenant or other occupants of the residential property to wait for a Notice to End Tenancy under s. 47 of the *Act* (my emphasis).

The landlord has the burden of proof to show that the tenant has acted in a manner which would give rise to the extraordinary measure of issuing an Order of Possession to the landlord to end the tenancy early. The landlord has provided evidence in the form of incidents recorded on the non critical incidents reports from April to June, 2014; however, having reviewed these incident reports I am not satisfied that these incidents standing alone or collectively are significant enough to warrant an early end to tenancy.

It is therefore my decision that the landlord has insufficient evidence to allow me to end this tenancy early and find it would not be unreasonable or unfair for the landlord to wait for a Notice to End Tenancy for cause to take effect.

Conclusion

For the above reasons I dismiss the landlord's application for an early end to tenancy. As the landlord has been unsuccessful the landlord must bear the cost of filing this application.

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 15, 2014

Residential Tenancy Branch

