



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

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

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 1, 2014. 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 in February, 2012 as a month to month verbal agreement. Rent is \$950.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit or pet deposit.

The Landlord said the Tenant and the Tenant’s guests have been disrupting the rental complex and therefore the Landlord is requesting an early end to tenancy. The Landlord said she has had complaints from other tenants and neighbours that a car on the street in front of the rental unit was broken in to by a man with a balaclava on and the same car was set on fire the next day. The Landlord said she believes the car incidents in front of the Tenant’s rental unit are connected to the Tenant, but the Landlord said she could not get a copy of the Police reports as she was not directly involved in the incidents. The Landlord continued to say that she thought the car was owned by a friend of the Tenant’s and that the man in the balaclava was also known to the Tenant. The Landlord said she had no proof of this, but she believed it to be the case. The Landlord said that because of these incidents and the complaints from other tenants and the neighbours she is requesting an Order of Possession to end this tenancy.

Further the Landlord said the Tenant has unpaid rent and she has issued 10 Day Notices to End the Tenancy in the past for unpaid rent or utilities, but she did not make her application to end the tenancy on the basis of unpaid rent. The Landlord said if she is unsuccessful in this application she will apply again based on unpaid rent.

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 testimony and evidence that there are issues between the Tenant and the Landlord. 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 has not proven the Tenant was directly responsible for the car being broken into or for setting the car on fire. As well the Landlord has not provided any written evidence to support the complaints about the Tenant. In an application for an early end to tenancy it is the burden of the applicant to prove the Tenant has caused a situation that is dangerous or damaging to other tenants, the landlord or property and the applicant must submit evidence to corroborate the claims.

I find that the reasons given for an early end to the tenancy have not been proven nor have the actions of the Tenant 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 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 she 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: August 20, 2014

Residential Tenancy Branch

