



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *ET*

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession.

The landlord testified that he served the tenant with the notice of hearing and application for dispute resolution on February 18, 2015, by handing it over to the tenant in person. The tenant did not participate in the conference call hearing. I found that the tenant had been served with notice of the landlord's claim and the hearing proceeded in the tenant's absence.

Issues to be Decided

Is the landlord entitled to end the tenancy early?

Background and Evidence

The tenancy started on January 01, 2015. The rental unit consists of a single room in a 2 level building that contains nine single occupancy rooms. There are a total of 3 washrooms which service all the tenants. The landlord stated that there is no written tenancy agreement and the tenant pays rent in the amount of \$450.00 per month.

The landlord stated that the tenant does not live in the rental unit but visits occasionally and has sublet his room without the landlord's consent. The landlord stated that there are multiple persons occupying this single occupancy unit who have personal items stored in the bathroom, hallways and in the electrical room. The landlord also stated that the occupants have pit bulls that roam freely in the common hallways.

The landlord gave the occupants verbal warnings but did not follow up with written warnings or a notice to end tenancy. The landlord has filed a copy of a report of an inspection by the fire department carried out on February 13, 2015. This report cites a violation and instructs the landlord to remove clutter and clear means of egress.

The landlord has also filed a report of an inspection conducted on October 20, 2014 regarding code violations. Since the tenancy started on January 01, 2015, I find that this report is not relevant to the issue at hand.

I asked the landlord whether any of the other occupants were injured or threatened by the tenant or his dogs and the landlord replied that they were not. The landlord added that the tenant has weapons and stolen property in the unit, but did not provide any police reports to support his testimony.

Analysis

Section 56 is an extraordinary remedy that is reserved for situations in which there is a clear and present danger, or a genuine threat of imminent harm of such an extreme nature that it would warrant immediate intervention and removal of the tenant. In addition to proving that there is cause to end the tenancy, in an application of this nature the landlord must clear a second hurdle. Under section 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 the tenancy under section 47” .

Based on the documentary evidence and testimony of the landlord, I find that the presence of the tenant on the property does not pose an immediate threat to the safety of the other residents or the landlord. The landlord has proven that the tenant has his personal belongings stored in common areas and in locations that block emergency exits but has not proven the existence of imminent or immediate danger to the other occupants of the building. While the landlord may have cause to end the tenancy upon one month’s notice, the landlord has not established grounds for an extraordinary remedy such as this. Therefore I am not persuaded that it would be unreasonable or unfair for the landlord to wait while a one month notice to end tenancy takes effect. For the above reasons, I dismiss the landlord’s application to end tenancy early.

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 06, 2015

Residential Tenancy Branch

