



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

This hearing dealt with an application by the Landlord to end the tenancy early and to recover the filing fee.

Only the Landlord, and his witness appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. All participants provided affirmed testimony and the parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend, service of the Landlord's Application for Dispute Resolution, Notice of Dispute Resolution Hearing and supporting evidence was considered. The Landlord testified that he personally served the Tenants on April 29, 2015 at approximately 6:15 p.m. He stated that the Tenant, S.C., confirmed receipt of the materials.

### Issues to be Decided

1. Should the tenancy be ended early under section 56 of the Act?
2. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

The Landlord has applied to end the tenancy early. The Landlord's evidence regarding the reasons for ending the tenancy early was as follows.

The Landlord alleged that the Tenants "kicked out" the third Tenant, T.K., as well removing all of his belonging as well as changing the locks without the Landlord's

consent. The tenancy agreement was not introduced in evidence yet the Landlord confirmed the two Tenants named in this action, as well as his witness, T.K. were all listed as tenants on the tenancy agreement.

The Landlord sent a warning letter to the Tenants, A.H. and S.C. on April 11, 2015. The Landlord testified that the police also attended the rental unit because of the dispute between the three Tenants. Also introduced in evidence was a letter from the aggrieved Tenant, T.K. who indicated that since he had been “kicked out”, he was rendered homeless. The only other evidence introduced by the Landlord was a letter from another occupant of the rental building who confirmed the Tenants, A.H. and S.C., changed the locks without the Landlord’s consent.

The Landlord issued a 1 Month Notice to End Tenancy for Cause on April 13, 2015 which indicated an effective date of May 31, 2015 (the “1 Month Notice”). Two days prior to the hearing, on May 19, 2015, the Landlord also submitted in evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 4, 2015 and which indicated an effective date of May 18, 2015 (the “10 Day Notice”). The Landlord confirmed that the Tenants did not apply to set aside either Notice. The Landlord confirmed that he not yet made an application for an Order of Possession based on the 1 Month Notice, or the 10 Day Notice.

### Analysis

Under section 56 of the Act, the tenancy may only be ended early if the Landlord provides sufficient evidence that the Tenants have

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 (emphasis added)*

In this case, the reason the Landlord issued the 1 Month Notice was because one tenant had been removed from the rental unit by the other two tenants and the tenants remaining in occupation changed the locks.

The Landlord bears the burden of proof and I find that the Landlord has not provided sufficient, clear evidence to establish adequate cause to end the tenancy under section 56. Furthermore, the Landlord has failed to provide any evidence which would support a finding that it would be unreasonable or unfair to the Landlord or other occupants to wait for the 1 Month Notice to take effect; which in this case, was 10 days from the date of the hearing. Having not met the test in section 56, the Landlord's application is dismissed.

As the Landlord's application was unsuccessful, he is not entitled to recovery of his filing fee for the cost of his application.

### Conclusion

The Landlord's application is dismissed, with the effect that the tenancy continues until ended in accordance with the Act.

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: May 21, 2015

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Residential Tenancy Branch

