



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World Corp
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened in response to an application by the Landlord for an early end of tenancy and an Order of Possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Would it be unfair to the Landlord to wait for a one month notice to take effect?

Background and Evidence

The Landlord does not know when the tenancy started. The unit was purchased over a year ago and Tenants were in the unit at the time. There is no written tenancy agreement. There is no knowledge of a security deposit. The Tenant failed to pay rent for October 2015 and the Landlord served a 10 day notice to end tenancy for unpaid rent. The Landlord states that the Tenants were served with a notice to inspect the unit on November 13, 2015 however when the Landlord arrived nobody answered the door and the locks had been changed. The Landlord states that some of the windows in the unit are broken and that water is pooling at the basement entry. The Landlord does not know if there is any damage to the interior of the unit. The Landlord states that it could not make an application for an order of possession through the direct request

proceedings as there is no signed tenancy agreement. The Landlord states that the Residential Tenancy Branch advised the Landlord that the Landlord could get an earlier hearing date for an order of possession if it claimed an early end of tenancy.

Analysis

Section 56 of the Act provides that a landlord may make an application to end a tenancy earlier than it would end if the landlord issued a one month notice to end tenancy for cause. In addition to substantiating the reason for ending the tenancy the landlord must show that 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 for cause to take effect.

Although there is some damage evident on the unit such as broken windows this does not justify an early end to the tenancy. Further, the evidence of water pooling does not indicate that it would be unreasonable for the Landlord to wait for a one month notice to take effect. Of greater concern is that the Landlord chose to make an application for an early end of tenancy because an application for an order of possession based on the 10 day notice for unpaid rent, which I note was not disputed, would have been scheduled later than today's date. As a result I find that the Landlord has not substantiated the emergency nature of the application. I therefore dismiss the application.

Conclusion

The application is dismissed.

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: December 21, 2015

Residential Tenancy Branch

