



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that he posted the notice of hearing package and the submitted documentary evidence to the tenant's door on June 6, 2016. I accept the undisputed affirmed evidence of the landlord and find pursuant to section 89 (2) (d) of the Act that the tenant was properly served with the notice of hearing package. The tenant is deemed to have been properly served 3 days later as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?

Is the landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord has provided written submissions stating,

The Tenant is a "Hoarder" and the apartment is a potential health hazard for all residents.

The landlord has also submitted 8 photographs showing the contents and the condition of the rental unit. The landlord clarified that the photographs were taken in early May 2016 after the tenant authorized an inspection of the rental unit. I note that most photographs show an excessive number of containers and debris approximately 3 feet high throughout the rental premises. The photographs show so much containers and debris that it is difficult to open/close the bathroom door, items in the refrigerator appear to be spoiled and the contents are seeping onto the floor.

The landlord provided testimony that the tenant had failed to pay rent for 2 months and that all efforts have failed in trying to contact the tenant.

The landlord provided testimony that the tenant has put the landlord's property at significant risk due and jeopardized the health and safety of the landlord or another occupant due to the unhealthy conditions of the rental premises and as such the landlord served the tenant with a 1 Month Notice to End Tenancy Issued for Cause (the 1 Month Notice) on May 30, 2016. The details and merits of the 1 Month Notice were not discussed.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; or
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In this case, the landlord was not able to provide sufficient details of why it would be “unreasonable or unfair” to wait for a 1 Month Notice to take effect. The landlord has failed to establish a claim for an early end to the tenancy.

Conclusion

The landlord’s application for an early end to the tenancy 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: June 29, 2016

Residential Tenancy Branch