



# 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 for an early end of tenancy and an order of possession. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing..

### Issue(s) to be Decided

Should the tenancy end early? Is the landlord entitled to an order for possession?

### Background and Evidence

The landlord did not provide a copy of a written tenancy agreement. The tenancy began on May 1, 2015. The current rent is \$688.55. The rental unit is a bedroom and shared kitchen and bathroom facilities in the landlord's house in Vancouver. The landlord does not live in the rental unit. The landlord submitted documents concerning several issues with the tenant. The landlord complained that the tenant has been repeatedly late paying rent throughout the tenancy. She testified that he has performed unauthorized work to the rental unit. In April he installed a fan in the bathroom without permission. She said that the tenant has caused other damage to the rental property and removed furnishings from the unit. The landlord said the than has disturbed other occupants and neighbours. She referred to statements from the persons affected and she said there have been numerous police attendances. The landlord did not submit any statements or police reports as evidence in support of her claims that the tenant has been disruptive or verbally abusive. The landlord alleged that the tenant has broken into the rooms of other occupants and damaged the doors in the rental unit. She submitted photographs of the alleged damage.

The tenant acknowledged that he installed a bathroom fan; he said it was done with the landlord's knowledge. The tenant denied most of the landlord's other allegations of disturbance as hearsay and he denied damaging the rental property. He said the rent is paid up to date.

### Analysis

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" (emphasis mine). I am not satisfied that this unreasonableness or unfairness exists. The landlord has referred to issues such as repeated late rent payments that do not constitute grounds for an early end of tenancy. Many of the landlord's concerns relate to incidents that are said to have occurred months ago. The landlord made reference to complaints by other occupants and neighbours who are said to have been intimidated or verbally abused by the tenant, but the landlord has not provided any written statements or police reports relating to any of the claimed events. The evidence that the tenant has been repeatedly late paying rent and may have damaged the rental unit in the past are not matters that would justify the use of the extraordinary remedy of ending the tenancy without notice and accordingly I dismiss the landlord's application. The landlord is at liberty to serve the tenant with a one month Notice to End Tenancy for cause, or a 10 day Notice to End Tenancy for unpaid rent, using the proper forms under the *Residential Tenancy Act*. If there is another hearing it will be incumbent upon the landlord to submit evidence, including statements or testimony from witnesses to support any claimed grounds for ending the tenancy. I make no award with respect to the filing fee for this application.

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: September 07, 2016

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Residential Tenancy Branch