



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding 1103300 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

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

- An Early end of tenancy and an Order of Possession pursuant to section 56.

The tenants did not attend this hearing, although I waited until 11.20 a.m. in order to enable them to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on September 5, 2017. The landlord entered into written evidence copies of the tracking slips, including the Canada Post Tracking Numbers, showing that his hearing packages were sent to the tenants by registered mail. In accordance with sections 89 and 90 of the *Act*, I am satisfied that the tenant was deemed served with the landlord's dispute resolution hearing packages.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Background and Evidence

The tenancy began on or about June 21, 2017. Rent in the amount of \$2200.00 is payable in advance on the first day of each month. The landlord testified that he believes that there is criminal activity going on at the property. The landlord testified that the police have attended on numerous occasions. The landlord testified that the tenants have brought numerous vehicles and debris to the property; so much so that the local municipality has warned the landlord to clean the property up due to the unsightly conditions or they will be fined. The landlord testified that the tenant will clean the property up on one day, and the following day it will be filled with all types of vehicles and building supplies. The landlord testified that he feels the tenant has put his property at risk and that he has significantly interfered with and unreasonably disturbed the landlord.

Analysis

When a landlord makes an application for an early end to tenancy, the landlord has the burden of proving that:

1. There is cause for ending the tenancy, such as unreasonably disturbing other occupants, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlord's property at significant risk; **and**
2. That it would be unreasonable or unfair to the landlord or other occupants to wait for a one month Notice to End Tenancy for cause under section 47 of the Act to take effect.

Section 56 of the Act uses language which is strongly written and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk and that it's **unfair** to the landlord or other occupants to wait for a Notice to End Tenancy.

The landlord did not provide a copy of the tenancy agreement or any warning letters or notices to the tenant about the unsightliness of the property.

In this case, I am not satisfied that the landlord has met the second part of the test by showing that it would be unreasonable or unfair for a one month Notice to End Tenancy to take effect. Although there may be cause to end this tenancy pursuant to Section 47 of the Act; I do not find it is unfair or unreasonable for the landlord to wait for a one month Notice to End Tenancy to take effect.

Conclusion

The landlords' application is dismissed. The tenancy continues.

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: October 12, 2017

Residential Tenancy Branch