



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TONY BAJA & ASNA BAJA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession, for an early end to the tenancy and to recover the filing fee.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by posting it on the door of the Tenants’ unit on December 16, 2017. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing with both parties represented.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

Background and Evidence

This tenancy started on June 1, 2015 as a fixed term tenancy for 1 year and then renewed on a month to month basis. Rent is \$750.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$375.00 at the start of the tenancy. The Tenant said no condition inspection report was completed on move in.

The Landlord said the Tenants have been drilling holes in the walls to enable the use of hydro from the next door tenant. The Landlord said this is a potential fire risk and is the reason she has applied for an early end to tenancy. Further the Landlord said she hired an electrician and the electrical issue has now been repaired. The Landlord said she is not sure but she believes the electrical and fire risks have been dealt with by the electrician.

Further the Landlord said the Tenants have not paid rent since July 2017 and they now have \$5,200.00 in unpaid rent. The Landlord said she will be issuing a 10 Day Notice to End Tenancy for Unpaid Rent.

The Tenants said the hydro was off for about 40 minutes and hydro company told them it was a local issue and to talk to the landlord or maintenance people. The Tenants said the power is back on and there is no fire risk because of extension cords.

The Tenants continued to say they agree the rents for December 2017 and January 2018 have not been paid but they believe their cheques for previous months rent are with the previous Property Manger.

The Landlord said in closing she will be issuing a 10 Day Notice to End Tenancy for unpaid rent to the Tenants. As well the Landlord said she has not been in the Tenants unit recently so she is not aware if there is a fire risk because of electrical issues.

The Tenants said in closing there are maintenance issues at the property and issues with the maintenance person. The Tenants said there are no issues with the electrical now.

Analysis

Section 56 of the Act says a Landlord may make an application to request an order to end a tenancy early if the Tenants significantly interfered with or unreasonable disturbs other occupants or the landlord, seriously jeopardizes the health or safety of other occupants or the landlord, put the landlord property at significant risk, jeopardizes the lawful right of other occupants, caused extraordinary damage to the property or that it would be unreasonable or unfair for a landlord or other occupant to wait for a notice to end tenancy.

It is apparent from the testimony and evidence that there are issues between the Tenants and the Landlord. Section 56 of the Act uses language which is written very strongly 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. Or that it would be **unfair** for a landlord or other occupant to wait for a notice to end tenancy.

In this case the Landlord and Tenants said the electrical issues have been resolved and there is no longer a threat of fire from electrical wiring in the Tenants' unit. Further the Landlord will be issuing a 10 Day Notice or Unpaid Rent and the Tenant have agreed there is unpaid rent, therefore the Landlord most likely will have grounds to end the tenancy for unpaid rent.

It is my findings that the Tenants have not caused any extraordinary damage and as the electrical issue have been repaired I find the risk of fire from electrical wiring in the Tenants' unit have been dealt with. Consequently, I find that the reasons given for an early end to the tenancy have not reached the level of **unreasonableness, significance, seriousness or unfair** required by section 56 of the Residential Tenancy Act. I find that the Landlord has not established grounds to prove cause for an early end to the tenancy. Consequently I dismiss the Landlord's application for an early end to tenancy.

As the Landlord has been unsuccessful in this matter I order the Landlord to bear the \$100.00 filing fee for this application which they have already paid.

Conclusion

The Landlord's application for an early end to tenancy is dismissed without leave to reapply and the tenancy is ordered to continue as in the tenancy agreement.

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: January 31, 2018

Residential Tenancy Branch