



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On November 28, 2017, the Landlord submitted an Application for Dispute Resolution for an early end of tenancy and an order of possession for the rental unit. The matter was scheduled as teleconference hearing. The Landlord attended the hearing; however, the Tenants did not.

The Landlord testified that the Tenant was served with the Notice of Hearing in person on December 1, 2017, at the dispute address. I find that the Tenant was served with the Notice of Hearing in accordance with sections 89 and 90 of the Act and failed to attend in the hearing.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Background

The Landlord testified that the tenancy began on February 1, 2017, as a month to month tenancy. The Landlord testified that rent in the amount of \$1,100.00 is due by the first day of each month. The Landlord testified that the Tenants paid a security deposit of \$550.00.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for the past six months. The Landlord submitted that the Tenant promised to pay the rent when he received a settlement, but has failed to pay.

The Landlord testified that there are a lot of people coming and going from the unit and they suspect drug activity. The Landlord testified that they called police to attend because the Tenants had guests and it was noisy. The Landlord testified that the

Tenant has put sheets over his windows and the Landlord does not know what is going on within the unit.

The Landlord testified that he did not issue a 1 Month Notice To End Tenancy For Cause to the Tenant because he was not aware that he had that option.

Analysis

Section 56 of the *Act* states that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by the Tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at 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, **and**,
- 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 under section 47 to take effect.

An application for an early end of tenancy is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not

have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

A Landlord has the right to issue a 10 Day Notice to end tenancy for issues related to non-payment of rent and may issue a 1 Month Notice to end tenancy for cause for issues related to breaches of a tenancy agreement; smoking, unapproved occupants; or noise.

While the Landlord submitted testimony regarding the Tenant that is of concern, I find that the Landlord provided insufficient evidence that the Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord.

The Landlord's application for an early end of tenancy and an order of possession is dismissed.

Conclusion

The Landlord applied for an early end of tenancy and an order of possession. The Landlord provided insufficient evidence that the Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord.

The Landlord's application for an early end of tenancy and an order of possession 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: January 25, 2018

Residential Tenancy Branch