



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on November 6, 2017 (the "Application"). The Landlord applied for an order of possession and recovery of the filing fee, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord was represented at the hearing by T.F., property manager, who attended at the appointed date and time, and provided affirmed testimony. The Tenant did not attend the hearing.

According to T.F., the Application package was served on the Tenant, in person, on November 10, 2017. I find the Tenant was duly served with and received the Application package on that date.

On behalf of the Landlord, T.F. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Background and Evidence

During the hearing, T.F. confirmed that the Landlord "took over" the tenancy in November 2015 when the previous owner did not pay property taxes when due. However, the Tenant continued to occupy the rental property. Rent is due in the amount of \$375.00 per month.

The Landlord sought an order ending the tenancy early. On behalf of the Landlord, T.F. testified that the property is in very poor condition and that the town intends to demolish it. She also advised that the Tenant is in poor health. According to T.F., the Landlord has taken steps to have the Tenant more appropriately housed. However, the Tenant refused to vacate the rental property. Accordingly, the Landlord issued a Two Month Notice to End Tenancy for Landlord's Use of Property, dated June 16, 2017. The first page of this notice was submitted into evidence by the Landlord.

Further, T.F. testified that the Tenant has repeatedly failed to pay rent when due. Copies of five notices to end tenancy for unpaid rent or utilities, dated from April 14, 2016 and November 3, 2017, were submitted into evidence.

Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony, and on a balance of probabilities, I find:

The Landlord's Application sought to end the tenancy early. Section 56 of the *Act* permits a landlord 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 of the *Act*.

The circumstances which permit an arbitrator to make these orders are enumerated in section 56(2). This provision states:

The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied...

- (a) *The tenant or a person permitted on the residential property by the tenant had done any of the following:*
 - (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
 - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
 - (iii) *put the landlord's property at significant risk;*
 - (iv) *engaged in illegal activity that*
 - (A) *has caused or is likely to cause damage to the landlord's property,*
 - (B) *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*
 - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
 - (v) *caused extraordinary damage to the residential property, and*
- (b) *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 [landlord's notice: cause] to take effect.

[Reproduced as written.]

In this case, T.F. testified that the Landlord wishes to demolish the rental property due to the condition, and that the Tenant has repeatedly failed to pay rent when due. However, the Application was based on a request that the tenancy end early pursuant to section 56 of the *Act*. Based on the evidence before me, I find there is insufficient evidence to conclude it would be unreasonable or unfair for the Landlord to wait for a notice to end tenancy under section 47 to take effect. I note the Landlord remains at liberty to apply for an order of possession based on the undisputed notices to end tenancy submitted into evidence. The Landlord's Application is dismissed, without leave to reapply.

Conclusion

The Landlord's Application is dismissed, without leave to reapply.

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 24, 2018

Residential Tenancy Branch