



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On November 2, 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 Tenants were served with the Notice of Hearing in person at the dispute address.

I find that the Tenants were 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 her evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

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.

The Landlord testified that the Tenants moved out of the rental unit at the end of November 2017, and she does not require an order of possession for the rental unit.

Background

The Landlord testified that the tenancy began on September 1, 2016, as a one year fixed term tenancy. The Landlord testified that rent in the amount of \$1,500.00 was due by the first day of each month. The Landlord testified that the Tenants paid a security deposit of \$100.00.

The Landlord testified that the Tenants failed to pay the rent owing under the tenancy agreement and she issued the Tenants a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

Analysis

Since the Landlord has applied for an early end of tenancy, the only issue that I can determine in this hearing is whether or not the Landlord is entitled to an order of possession based on cause.

Since the Tenants have moved out of the rental unit, there is no need to proceed with a hearing to determine whether or not the Landlord has cause to end the tenancy and is entitled to an order of possession.

The Landlord's application is dismissed.

Conclusion

The Landlord applied for an early end of tenancy and an order of possession. The Tenants moved out of their rental unit prior to the hearing.

The Landlord does not require an order of possession for the rental unit. The Landlord's application is dismissed.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. I authorize the Landlord to keep \$100.00 from the security deposit in satisfaction of the cost for the application.

The Landlord has leave to apply for monetary compensation due to unpaid rent or damages.

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 03, 2018

Residential Tenancy Branch