



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ETHIER INVESTMENT INC.  
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 to this tenancy and an order of possession pursuant to section 56.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend. The landlord claims that the tenant was served with the notice of hearing package in person on March 21, 2018. I accept the undisputed affirmed testimony of the landlord and find that the tenant has been properly served in person on March 21, 2018 as per sections 88 and 89 of the Act.

The landlord clarified that the documentary evidence submitted on March 21, 2018 on behalf of the tenant was in fact provided by the landlord. Based upon this I can only ascertain that the landlord provided the wrong notice of hearing package information to the tenant to allow for the tenant's submission of documentary evidence. However, no documentary evidence was submitted using the landlord's access codes. The hearing proceeded with the acceptance of the landlord's documentary evidence on this basis.

### Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and to obtain an order of possession?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

No details of the tenancy were provided.

The landlord requests an early end to the tenancy and to obtain an order of possession. The landlord claims that,

*Tenant has been given numerous eviction for lack of payment of rent and having many people coming and going. She has also subletted to numerous individual, even when told not too. The police have been all the time looking for stolen vehicles and items. Selina has not paid for march rent even though she was given a 10day notice and has no intention of paying. We have several companies running form that location and Selina is affecting our business.*

[Reproduced as written]

The landlord provided affirmed testimony that there have been numerous occasions where the tenant has failed to pay rent, the most recent in March 2018. The landlord also claims that on March 5, 2018 a 2 Month Notice to End Tenancy issued for Landlord's Use of Property was issued to the tenant.

The landlord has submitted in support of this claim copies of:

6 photographs of the exterior of the rental premises  
13 pages, consisting of the notice of hearing package, a copy of a two month notice to end tenancy for landlord's use of property dated March 5, 2018, a 10 Day Notice for unpaid rent dated February 15, 2018 (X2), a 10 Day Notice for unpaid rent dated March 6, 2018,

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in 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.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be “unreasonable or unfair” to wait for a cause notice to take effect.

In reviewing the testimony and evidence provided by the landlord, I find that the landlord has failed to provide sufficient evidence for an early end to the tenancy and to obtain an order of possession. The landlord has referred to occasions of unpaid rent by the tenant where 10 Day Notice(s) were issued; the tenant’s guests “coming and going”; and the tenant arguing with employees of the companies run by the landlord. The landlord was unable to provide details of how an end to the tenancy could not be accomplished through the issuance of a 1 Month Notice.

### Conclusion

The landlord’s application 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: April 13, 2018

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Residential Tenancy Branch