



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

ET and FFL

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, for an early end to the tenancy, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on March 07, 2018 he personally served the Tenant with the Application for Dispute Resolution, the Notice of Hearing, and the 13 pages of evidence the Landlord submitted to the Residential Tenancy Branch on March 07, 2018. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

Should this tenancy end early and, if so, should the Landlord be granted an Order of Possession?

### Background and Evidence

The Landlord stated that:

- this tenancy began on January 29, 2018;
- the Tenant has a private bedroom and shares common areas with 2 other people who are also renting bedrooms from the Landlord;
- the Landlord lives in the duplex beside this rental unit;
- rent of \$695.00 is due by the first day of each month;
- rent has not been paid for March or April of 2018;
- the Tenant allows his girlfriend and young child to stay overnight approximately 3 or 4 times each week;
- the Tenant and his girlfriend have disturbed the other occupants of the residential complex on February 17, 2018, February 22, 2018, February 23, 2018, and March 06, 2018;

- on the aforementioned dates the Tenant and his girlfriend disturbed others by screaming and slamming doors;
- the police attended the rental unit on the aforementioned dates and on two occasions the girlfriend was removed by the police;
- the Tenant has also disturbed other occupants by drinking and smoking in the rental unit;
- on March 06, 2018 and March 10, 2018 the Landlord spoke with the Tenant regarding his behaviour;
- there have been no significant disturbances since March 06, 2018;
- on February 22, 2018 he served the Tenant with a One Month Notice to End Tenancy for Cause;
- the One Month Notice to End Tenancy for Cause declared that the Tenant must vacate the rental unit by March 31, 2018; and
- he believes the Tenant is still living in the rental unit.

The Landlord stated that he believes this tenancy should end early, in part, because the Tenant and his girlfriend are disturbing other occupants and he fears the girlfriend will be hurt during one of the arguments with the Tenant.

The Landlord stated that he believes this tenancy should end early, in part, because the Tenant has not paid his rent.

### Analysis

Section 56(1) of the *Act* stipulates that a landlord can apply for an order that ends the tenancy on a date that is earlier than the tenancy would end if a notice to end tenancy were given under section 47 of the *Act*.

Section 56(2)(a) of the *Act* authorizes me to end the tenancy early and to grant an Order of Possession in any of the following circumstances:

- The tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property
- The tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property

- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that 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
- The tenant or a person permitted on the residential property by the tenant has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property.

There is nothing in section 56(2)(a) of the *Act* that authorizes me to end a tenancy early if the tenant fails to pay rent. I therefore dismiss the Landlord's application to end this tenancy early on the basis of unpaid rent. In the event the Landlord wishes to end this tenancy early on the basis of unpaid rent, the Landlord must do so pursuant to section 46 of the *Act*.

On the basis of the undisputed evidence I find that the Tenant and/or his guest unreasonably disturbed other occupants of the residential complex on four occasions between February 17, 2018 and March 06, 2018 by screaming and slamming doors. I find that the evidence that the police were called on those four occasions and that the Tenant's guest was removed on two of those occasions is sufficient for me to conclude that the disturbances were significant. I therefore find that the Landlord has established grounds to end this tenancy pursuant to section 56(2)(a) of the *Act*.

I find that the disturbances caused by the Tenant and/or his guest are not sufficient grounds to end the tenancy in accordance with section 56(2)(b) of the *Act*. Section 56(2)(b) of the *Act* stipulates that a tenancy should only be ended early if it is 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 of the *Act* to take effect. In these circumstances, I find that it would be reasonable for the Landlord to end the tenancy in accordance with section 47 of the *Act*.

I find the nature of the disturbances described by the Landlord are typically the type of disturbances that result in a landlord ending the tenancy pursuant to section 47 of the *Act*.

In concluding that it would be reasonable for the Landlord to end the tenancy in accordance with section 47 of the *Act* I was influenced, in part, by the fact a One Month Notice to End Tenancy for Cause was served on February 22, 2018, which ended the tenancy on March 31, 2018. I find no reason to end this tenancy on a date that is earlier than the date the tenancy would end if the Landlord applied for an Order of Possession on the basis of the One Month Notice to End Tenancy.

An early end to a tenancy is sometimes awarded, pursuant to section 56 of the *Act*, when disturbances are so frequent and significant that it would be unreasonable for other occupants to wait until an Order of Possession is obtained on the basis of the One Month Notice to End Tenancy. Given that there have been no significant disturbances

since March 06, 2018, I do not find it unreasonable for the occupants to wait until an Order of Possession is obtained on the basis of the One Month Notice to End Tenancy.

An early end to a tenancy is sometimes awarded, pursuant to section 56 of the *Act*, when a tenant or a guest of the tenant poses a safety risk to other occupants. As the Landlord did not submit any evidence of physical violence, I do not find it unreasonable for the Landlord to wait until an Order of Possession is obtained on the basis of the One Month Notice to End Tenancy.

Although the Landlord expressed concern that the Tenant may harm his guest during an argument I find that is mere speculation, as no violence has yet been reported. Furthermore, I do not find that ending this tenancy early would prevent the Tenant from harming his guest if he is so inclined, as ending this tenancy would not necessarily end the relationship between the Tenant and his guest.

For all the aforementioned reasons I dismiss the Landlord's application for an early end to the tenancy.

I find that the Landlord has failed to establish the merit of his Application for Dispute Resolution and I therefore dismiss his claim to recover the fee for filing this Application.

### Conclusion

The Landlord's application to end this tenancy early and for 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: April 05, 2018

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Residential Tenancy Branch