



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and for an early end to the tenancy.

The Landlord said her husband served the Tenants with the Application and Notice of Hearing (the “hearing package”) by personal delivery on April 9, 2018. The Landlord did not submit any corroborative evidence as proof of service. As the Tenants did not attend the hearing and there is no corroborative evidence to support the service of documents. I find the Landlord has not proven the service of the hearing documents including the Notice of Hearing.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy early?

Background and Evidence

This tenancy started on March 6, 2018 as a verbal month to month tenancy. Rent is \$700.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit.

The Landlord said the Tenants have caused a lot of trouble in the house and have disturbed the Landlord and her family. The Landlord continued to say the Police have been called and the Police charged the Landlord with assault and there is a restraining order in place against the Landlord.

The Landlord continued to say she issued a 10 Day Notice to End Tenancy for unpaid rent to the Tenant on March 17, 2018 and she will make a separate application to end the tenancy for the 10 Day Notice to End Tenancy for Unpaid Rent.

Analysis

Section 56 of the Act says a Landlord may make an application to request an order to end a tenancy early if the Tenant significantly interfered with or unreasonable disturbs other occupants or the landlord, seriously jeopardizes the health or safety of other occupants or the landlord, put the landlord property at significant risk, jeopardizes the lawful right of other occupants, caused extraordinary damage to the property or that it would be unreasonable or unfair for a landlord or other occupant to wait for a notice to end tenancy.

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord. Section 56 of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk. Or that it would be **unfair** for a landlord or other occupant to wait for a notice to end tenancy.

In this case the Landlord is the person charged with assault and has a restraining order against her. The Landlord has not provided any evidence to prove the Tenants have caused extraordinary damage. The Landlord has already issued a notice to end tenancy to the Tenant for unpaid rent. I find that the reasons given for an early end to the tenancy have not reached the level of **unreasonableness, significance, seriousness or unfair** required by section 56 of the Residential Tenancy Act. I find that the Landlord has not established grounds to establish cause for an early end to the tenancy, consequently I dismiss the Landlord's application for an early end to tenancy.

As the Landlord has been unsuccessful in this matter I order the Landlord to bear the \$100.00 filing fee for this application which they have already paid.

Conclusion

The Landlord's application for an early end to tenancy 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: April 24, 2018

Residential Tenancy Branch