



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

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;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord served the tenants with the notice of hearing package and the submitted documentary evidence in person on May 3, 2018. Both parties confirmed that the landlord did not submit the 8 photographs to the tenants. As parties have attended and confirmed receipt of the notice of hearing and the submitted documentary evidence, except for the 8 photographs, I am satisfied that both parties have been sufficiently served. On the 8 photographs that were not provided to the tenants, I order that these be excluded from consideration in this hearing.

Issue(s) to be Decided

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

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.

The landlord claims that this tenancy began on August 15, 2014 on a fixed term tenancy for 6 months and then thereafter on a month-to-month basis. The monthly rent began as \$900.00 payable on the last day of each month and a security deposit of \$450.00 was paid.

The landlord seeks an early end to the tenancy and to obtain an order of possession due to home insurance, 2 adults, 1 baby and 1 baby coming and 3 dogs and 1 cat occupying the premises.

The landlord has submitted in support of this claim a letter from his insurance company which states in part,

After thorough consideration, of your policy, we regret we are unable to reinstate coverage on this policy for the structure "Conventional Dwelling -1994- conventional rural dwelling." When qualifying standards are met, another evaluation will be needed to reinstate coverage.

*The following dwelling did not meet qualifying standards.
Dwelling- conventional dwelling- 1994- rural dwelling*

The tenants dispute the landlord's application and have provided undisputed affirmed testimony that they have tried to ascertain the reasons for the cancelled insurance.

The landlord was unable to provide any specific details as he explained that the insurance company would not provide him with any details.

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.

During the hearing both parties mentioned the service of a 1 Month Notice to End Tenancy for Cause, but that this was unrelated to the landlord's request to an early end to the tenancy and to obtain an order of possession due to having his insurance cancelled.

In this case, it is clear that the landlord's insurance was cancelled, but that no further details have been provided for why. Both the landlord and the tenants have attempted to ascertain the reasoning, but neither has been successful. In these circumstances, I find that the landlord has failed to meet the burden of providing sufficient details of why the insurance was cancelled and how it would be attributed to the tenants. As such, the landlord's application is dismissed for lack of sufficient details and evidence for an early end to the tenancy.

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: June 21, 2018

Residential Tenancy Branch