



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord filed under the Residential Tenancy Act, (the “*Act*”), for an early end of tenancy and an Order of Possession pursuant to section 56 of the *Act*.

The Landlord and Tenant attended the hearing. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions, to call witnesses and to cross-examine one another at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Landlord entitled to an early end of tenancy and an Order of Possession?

Background and Evidence

The Landlord testified that he has no written tenancy agreement with the Tenant and that this Tenant had moved into the rental unit under another renter’s tenancy, without his permission. The Landlord also testified that the other renter had ended his tenancy and left the property. However, this Tenant has remained in the rental unit.

The Landlord testified that the rent for this rental unit is \$680.00 per month and that he has not received rent for September, October, November and December 2018.

The Tenant testified that she moved into the rental unit in July 2018, under the tenancy of the previous renter. The Tenant testified that the Landlord had known that she was living there as he had signed her social assistance application, as her Landlord, in July 2018.

The Tenant agreed that the previous renter had moved out and that she had remained in the rental unit. The Tenant testified that the Landlord had initially agreed to allow her to stay after the previous renter had moved out but that a few weeks later he changed his mind and verbally told her she had to leave. The Tenant also testified that the Landlord has refused to accept her rent payments.

The Landlord testified that the Tenant has caused excessive damage to the rental unit, allowed illegal activity to take place inside of the rental unit and that the police have attended the rental unit eight times during the Tenant's tenancy. The Landlord provided a list of local police report numbers into documentary evidence.

The Tenant testified that it was the previous renter that had damaged the rental unit and that the only time the police attend the unit is when neighbours call them claiming that the previous renter has returned. The Tenant testified that each time the police have attended it was to confirm if the previous renter was on the property and that each time the police have confirmed that he is not there. The Tenant testified that she has done nothing wrong and that her tenancy should continue.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to tenancy and an Order of Possession on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 for a landlord's notice for cause.

An application for an early end of tenancy is an exceptional measure, to be taken only when a landlord can show that it would be unreasonable or unfair for the landlord or

other occupants to allow the tenancy to continue until a notice to end tenancy for cause can take effect or be considered by way of an application for dispute resolution.

In order to end a tenancy early and issue an Order of Possession under section 56, I must be satisfied that 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,
- 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, or
- Engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- Engaged in illegal activity that caused extraordinary damage to the residential property.

I have reviewed the Landlords testimony and his documentary evidence and, I find that the Landlord has not provided sufficient evidence to satisfy me that he has cause to end this tenancy pursuant to section 56 of the *Act*.

Therefore, I dismiss the Landlord's application for an early end of tenancy as I find it neither unreasonable or unfair that the Landlord would need to wait for a One Month Notice to take effect.

Conclusion

I dismiss the Landlord's application for an early end of tenancy and to recover her application fee. This tenancy continues until ended in accordance with the *Act*.

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: December 4, 2018

Residential Tenancy Branch