



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On November 26, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an early end of tenancy and an order of possession for the rental unit. The matter was scheduled as teleconference hearing. The Landlord attended the hearing; however, the Tenant did not.

The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding by registered mail sent on December 3, 2018, to the dispute address. The Landlord provided the registered mail tracking number as proof of service.

I find that the Tenant was served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act and failed to attend in the hearing.

The Landlords were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Background

The Landlord testified that the tenancy began on April 1, 2018, on a month to month basis. The Landlord testified that rent in the amount of \$2,400.00 is to be paid by the last day of each month. The Landlord testified that the Tenant paid a security deposit of \$1,200.00.

The Landlords testified that the Tenant has rented out rooms in the rental unit without the permission of the Landlords. The Landlord testified that a person living in the rental home approached them and admitted he is living in the unit.

The Landlords testified that the Tenant has also permitted a Recreational Vehicle to be parked on the rental property. The Landlord testified that their insurance may be invalid if too many people are living in the unit.

The Landlord testified that there is garbage left on the property and they do not know the extent of what is happening inside the rental unit. The Landlord provided a photograph of garbage on the property.

The Landlord testified that the Tenant has failed to pay the rent due under the tenancy agreement so they issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a hearing is scheduled for January 8, 2019.

Analysis

Section 56 of the *Act* provides that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

Under section 56 of the *Act*, the director may end a tenancy and issue an order of possession only if satisfied, in the case of a Landlord's application, the Tenant or a person permitted on the residential property by 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,
- 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, **and**,
- it would be 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 to take effect.

I find that an application for an early end of tenancy is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

A Landlord has the right to issue notices to end tenancy for issues related to unauthorized occupants; breaches of a term of a tenancy agreement; and non-payment of rent.

While the Landlord submitted testimony regarding the Tenant that is of concern, I find that the Landlord provided insufficient evidence that the Tenant poses an immediate and severe risk to the rental property; other occupants; or the Landlord and that it would be unreasonable to wait for a notice to end tenancy under section 47 to take effect.

The Landlord's application for an early end of tenancy and an order of possession is dismissed.

Conclusion

The Landlords provided insufficient evidence that the Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord and that it would be unreasonable to wait for a notice to end tenancy under section 47 to take effect.

The Landlord's application for an early end of tenancy and 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: December 27, 2018

Residential Tenancy Branch