



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVENT REAL ESTATE SERVICES BC
LTD. and [tenant name suppressed to protect privacy]

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 its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 26, 2019 and has submitted a copy of the Canada Post Customer Receipt and Tracking label as confirmation. I accept the undisputed testimony of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act.

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 provided testimony that the tenant is renting out the unit with “AirBnB” which is contrary to the signed tenancy agreement and Strata Bylaws. The landlord also stated that they have no control over who is occupying the rental unit. The landlord stated that Strata Bylaw Fines are being imposed upon the landlord by the Strata.

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.

In this case, the landlord has stated that the tenant is renting out the unit contrary to the signed tenancy agreement and Strata Bylaws. However, the landlord was not able to provide any direction on the submitted evidence or through direct testimony of how this would apply to section 56 of the Act. A request for an early end of tenancy requires as stated above significant or serious reasons for ending the tenancy which cannot be accomplished through service of a 1 month notice issued for cause. The landlord stated

that the provided reasons could be dealt with in a 1 month notice and that the only reason for application under this section of the Act was that the landlord was seeking a faster remedy. As such, I find that the landlord has failed to meet the requirements under this section of the Act. The landlord's request for an early end to the tenancy is dismissed.

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: April 23, 2019

Residential Tenancy Branch