



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

The landlord attended the hearing via conference call and provided affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were served with the notice of hearing package and the initial documentary evidence package by posting it to the rental unit door on July 7, 2020. The landlord also stated that the late evidence package was served to the tenants via email on August 10, 2020 (the date of the hearing). I accept the undisputed affirmed testimony of the landlord and find that the tenants were sufficiently served with the notice of hearing package and the submitted documentary evidence. Despite not attending the hearing, I find that the tenants are deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and 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.

This tenancy began on May 1, 2018 on a fixed term tenancy until October 31, 2018 as per the submitted copy of the signed tenancy agreement dated April 25, 2018. The monthly rent was \$1,100.00 payable on the 1st day of each month. A security deposit of \$550.00 and a pet damage deposit of \$500.00 were paid.

The landlord seeks an early end to the tenancy and an order of possession. The landlord claims that the tenant poses an immediate and severe risk to the rental property, other occupants, or the landlord. The landlord provided written details which states,

tenants not currently living there. They sublet to relatives without authorization tenants let in a lot of relatives live there caused a lot of damages beyond normal wear and tear. Tenants relatives there.

[reproduced as written]

Extensive discussions with the landlord revealed that the landlord believes that the tenants sublet the rental unit and that this was discovered in May 2020 when the tenants advised the landlord that they had vacated the rental unit. The landlord stated that others that the tenants allowed in have occupied the rental unit. The landlord stated that he served a notice of inspection and "thinks" that the occupants moved out in late July 2020. The landlord believes that they have abandoned the rental unit but is unsure as there are many items left throughout the rental unit. The landlord also stated that one of the occupants almost died due to a drug overdose; the children of one of the occupants had assaulted neighboring children at their home; the tenants and the occupants have damaged the rental unit. The landlord stated that he had issued a 1 month notice in May 2020 before the suspension of issuing notice(s) to end tenancy were re-instated and has acknowledged that this was in error.

In support of this claim the landlord has submitted 99 document files consisting of pictures and pdf files.

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 repeatedly expressed that the tenants have caused extraordinary damage to the rental property but has not provided sufficient details of this in his claim. The landlord has stated that he believes the tenants have abandoned the rental but has not investigated or made any determinations. The landlord stated that he had issued a 1 month notice in May 2020 prior to the re-instatement of sections 47 of the Act and has acknowledged his error. The landlord did not provide any other details of why a 1 month notice cannot be issued.

I find on this basis, that the landlord has failed to provide sufficient evidence of the tenants or occupants who pose an immediate and severe risk to the rental property, other occupants or the landlord. I also find that the landlord has failed to provide sufficient evidence that the tenants or occupants have caused extraordinary damage to the rental property or any evidence of why a One Month Notice to End Tenancy could not be served to the tenants to take effect.

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: August 11, 2020

Residential Tenancy Branch