



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On November 11, 2020, 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 Landlords and Tenant, Mr. D.M. attended the hearing.

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

Preliminary and Procedural Matters

The Tenant stated that he received the Notice of Dispute Resolution Proceeding on November 23, 2020. The Tenant requested that the hearing be adjourned for a couple of days so that he could submit documentary evidence. He testified that his girlfriend gave birth to their child on November 24, 2020. He testified that he has a curfew.

The Landlord has applied for an early end of tenancy which is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. I find that the Tenant had sufficient notice that there was a hearing today and had nine days to respond. An adjournment would likely not be scheduled for at least 30 days. I find that this delay could present prejudice the Landlord.

The Tenants request for an adjournment was denied. The hearing proceeded.

Background

The Landlords and Tenant testified that the tenancy began on July 7, 2020. The parties testified that rent in the amount of \$1095.00 is due by the first day of each month. The parties testified that the Tenants paid a security deposit of \$547.50.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement and the Landlord has issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities to the Tenants.

The Landlord testified that the Tenant has a criminal background. The Landlord testified that the Tenant is leaving a mess on the property which affects another Tenants access to her unit and he has also left the water hose running in the yard. The Landlords testified that the other Tenant is feeling scared.

The Landlord stated that the police have been called about stuff the Tenant has done. The Landlord did not elaborate on the issue.

The Landlord testified that they believe the Tenant broke their car window on two occasions. The Landlord stated that they do not have proof of this. The Landlord testified that their sons' bicycle was also stolen.

The Landlord testified that they have heard that the Tenant has needles in his suite, and he owes other people money.

The Landlord has safety concerns and wants the tenancy to end early. The Landlord testified that they have not issued a One Month Notice to End Tenancy for Cause to the Tenant.

In reply, the Tenant testified that he does not disagree about the mess in the yard.

The Tenant testified that he has been in trouble in the past. He testified that he told the Landlord his legal name when he met the Landlord for two hours prior to renting the unit. He testified that he told the Landlord to search his name on the internet.

The Tenant testified that the Landlord ha no reason to feel unsafe because he has been respectful to the Landlords.

The Tenant provided testimony that he did not break the Landlords car window and he did not take their sons bike.

The Tenant testified that he is looking to move out of the rental unit in the near future.

The Landlord repeatedly brought up the issue that the Tenant has not paid the rent due under the tenancy agreement.

Analysis

An application for an early end of tenancy under section 56 of the Act 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 process of ending a tenancy by issuing a notice to end tenancy giving the Tenant the right to accept the notice or dispute the Notice by applying for dispute resolution.

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 a Landlord has the right to issue notices to end tenancy for issues related to non-payment of rent or for issues related to breaches of a tenancy agreement or disturbing others.

The Landlord provided insufficient evidence to prove that the Tenant is responsible for damage to their car or for stealing a bicycle, or that the presence of needles in his unit puts the Landlord or the Landlords property at immediate risk. Nonpayment of rent is not a consideration for ending a tenancy under section 56 of the Act.

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.

I find that if the Landlord wants to pursue ending the tenancy, the Landlord can apply to enforce the 10 day notice that was issued or alternatively, serve a One Month Notice to End Tenancy For Cause.

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

Conclusion

The Landlord applied for an early end of tenancy and an order of possession. The Landlord provided insufficient evidence that the Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord.

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

The tenancy will continue 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 03, 2020

Residential Tenancy Branch