



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an early termination of a tenancy pursuant to section 56 because the tenant or a person permitted on the property by the tenant poses an immediate and severe risk to the rental property, other occupants or the landlord; and because it would be unreasonable or unfair to wait for a notice to end tenancy issued under section 47 of the Act to take effect.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord was represented at the hearing by an agent, JW ("landlord"). The landlord testified that he served the tenant with the Notice of Dispute Resolution Proceedings by email on April 6, 2021 and provided a proof of service document and evidence that the tenant uses the email address to which the Notice of Dispute Resolution Proceedings was sent. I find the tenant deemed served with the Notice of Dispute Resolution Proceedings on April 9, 2021 in accordance with sections 89 and 90 of the Act and section 44 of the *Residential Tenancy Branch Regulations*.

Issue(s) to be Decided

Should the tenancy be ended early?

Background and Evidence

The landlord gave the following testimony. There are two named tenants on the tenancy agreement. The first tenant, JW vacated the rental unit in the beginning of

January 2021. The second tenant, DC, was served with a One Month Notice to End Tenancy for Cause on February 15, 2021 and vacated the rental unit by the beginning of March 2021.

The landlord testified that there are trespassers occupying the rental unit, having moved in prior to the tenant, DC's departure. The tenant DC sent the landlord a text message indicating he did not give anyone permission to live, continue to live or enter the rental unit after March 1, 2021 and that there was no verbal or documented sublease or lease of any kind with the tenant, DC. A copy of the text was provided as evidence.

The landlord testified that the trespasser/occupants have not paid any rent to the landlord and are occupying the rental unit without the landlord's permission or consent.

Analysis

The landlord has indicated that both of the tenants named on the tenancy agreement have vacated the property and I find the remaining tenant's acceptance of the validity of the One Month Notice to End Tenancy for Cause served on February 15th. For greater certainty I make an order under section 44(1)(f) that the tenancy ended on March 1, 2021, the date the last tenant vacated the rental unit. As this tenancy has ended, the landlord's application seeking an early end to the tenancy pursuant to section 56 of the *Act* is dismissed without leave to reapply.

I accept that the landlord did not enter into a tenancy agreement with another tenant subsequent to the ending of the tenancy on March 1, 2021 referred to above. To ensure the landlord gains vacant possession of the rental unit, I grant the landlord an order of possession effective 24 hours after service.

Conclusion

I grant an Order of Possession to the landlord effective **24 hours after service upon the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

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 26, 2021