



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for an early end to the tenancy pursuant to section 56;

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:10 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord testified that on September 9, 2022, he served the tenants a copy of the Application for Dispute Resolution and Notice of Hearing by posting to the door of the rental unit. A witnessed Proof of Service form was submitted on file.

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to an order of possession for an early end to the tenancy?

Background & Evidence

The tenancy began on May 20, 2022. The monthly rent is \$2500.00.

The landlord is seeking an early end to the tenancy on the grounds that the tenant has failed to make rent payments for the past 4 months. The landlord submits that as a result the property is at risk for foreclosure.

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 or a person permitted on the property by 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 One Month Notice for cause to take effect.**

Without making a finding on whether or not the landlord has cause to end this tenancy on any of the above grounds, I find that the landlord has not provided sufficient evidence to meet the latter part of the above test.

In the circumstances as described by the landlord, it is unclear why the landlord would not just have issued a 10 Day Notice to End Tenancy for unpaid rent. The landlord could have done so as soon as the tenants missed the first rent payment. An application for an early end to tenancy is an exceptional measure taken only when a landlord can show that it would be unreasonable or unfair to the landlord or the other occupants to allow a tenancy to continue until a notice to end tenancy for cause can take effect. There is nothing in the landlord's evidence to suggest the tenant poses an immediate serious threat to the health and safety of the landlord or other occupants or to the landlord's property.

Accordingly, I dismiss the landlord's application for an early end to the tenancy.

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: September 23, 2022

Residential Tenancy Branch