



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the landlord applied on August 4, 2022 to:

- end a tenancy early, pursuant to section 56 of the Act; and
- recover the filing fee from the tenant, pursuant to section 72 of the Act.

The hearing was attended by representatives of the landlord (“the landlord”) but not the tenant. Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified they served the Notice of Dispute Resolution Proceeding and evidence on the tenant by registered mail on August 23, 2022, and provided a tracking number, as noted on the cover page of the decision. Based on the landlord’s undisputed testimony, I find the landlord served the tenant in accordance with Rule of Procedure 10.3 and the [Standing Order](#), and deem the materials received by the tenant on August 28, 2022, pursuant to section 90 of the Act.

Issues to be Decided

- 1) Is the landlord entitled to an early end of tenancy and an order of possession?
- 2) Is the landlord entitled to the filing fee?

Background and Evidence

The landlord provided the following particulars regarding the tenancy. It began March 1, 2021; rent is \$2,030.00, due on the first of the month; and the tenant paid a security deposit of \$1,000.00, which the landlord still holds.

The landlord provided testimony describing how they have determined that the tenant is part of a larger group of tenants who were or are operating Airbnb rentals in the property. The landlord testified the tenant was working in cooperation with the former building manager, and has been using the same debit card to pay the rent for 5 units, then renting them out. The landlord testified that at one point the group was using approximately 20 of the 120 units in the property for Airbnb rentals.

The landlord testified that the tenant, working with the former building manager, had posed as an agent of the landlord, rented out a unit to a new tenant (S), then demanded the key back before the tenant took possession, left the tenancy agreement in S's name against S's instructions, then the subject tenant paid for the unit himself and used it for Airbnb rentals. A written submission from S is submitted as evidence and supports the landlord's testimony. The landlord testified that after they changed the locks on one of the units the tenant had been renting out, a neighbour told the landlord they heard the tenant trying to convince a locksmith to provide him with access, which the locksmith denied as the tenant was not able to provide identification demonstrating it was his unit.

The landlord testified that the tenant's actions have breached material terms of his tenancy agreement, put the safety of other tenants at risk, and caused a significant disturbance. The landlord testified that several long-term tenants have raised safety concerns, though the landlord did not provide specifics. The landlord testified that the tenant has caused the landlord "exhaustive damages and interference."

Analysis

The landlord has applied to end the tenancy early, pursuant to section 56 of the Act.

Section 56(2) states (emphasis added):

- (2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,
 - (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
 - (iii) put the landlord's property at significant risk;
 - (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,
 - (B) 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
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - (v) caused extraordinary damage to the residential property, **and**
- (b) 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 [*landlord's notice: cause*] to take effect.

Residential Tenancy [Policy Guideline 51. Expedited Hearings](#) states that the expedited hearing process has been established for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit.

The landlord has provided undisputed testimony and documentary evidence suggesting that the tenant posed as an agent of the landlord to rent out a unit, left the unit in the former would-be renter's name, and conspired with the former building manager to rent out multiple units in the property as short-term vacation rentals.

It is possible the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, and jeopardized a lawful right or interest of another occupant or the landlord. However, as the landlord has not demonstrated there is an imminent danger to the health, safety, or security of the landlord or a tenant, I do not find it would be unreasonable for the landlord or other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect.

Therefore, I dismiss the landlord's application for an early end of tenancy, pursuant to section 56 of the Act.

As the landlord is unsuccessful in their claim, I decline to award them the filing fee.

Conclusion

The landlord's application is dismissed; the tenancy will continue until it is 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: October 04, 2022

Residential Tenancy Branch