



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding KARE PROPERTY MANAGEMENT GROUP
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

On February 23, 2023, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking an early end of tenancy and an order of possession for the rental unit. The matter was scheduled as teleconference hearing.

The Landlord’s agent (“the Landlord”) attended the hearing; however, the Tenant did not. The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding on February 24, 2023, via registered mail. The Landlord provided a copy of the registered mail receipt and tracking number as proof of service. I find that the Tenant was served the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act. The Tenant is deemed to have been served with notice of the hearing as of February 29, 2023, five days after the registered mail was sent. The hearing proceeded.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Background

The Landlord testified that the tenancy began on February 28, 2022, and is on a month-to-month basis. The Landlord testified that rent in the amount of \$1,145.00 is due to be paid to the Landlord by the first day of each month.

The Landlord submitted that the Tenant has lived in two different units in the same residential property and the Landlord has had the same concerns regarding

unauthorized occupants, noise complaints, disturbances, and disrespect to other residents by people invited into the building by the Tenant, and damage to property by people invited in or associated with the Tenant.

The Landlord provided copies of approximately 12 warning letters sent to the Tenant over the past year regarding various concerns the Landlord has with constant traffic at her unit, noise, unauthorized occupants, and partying.

The Landlord testified that on January 23, 2023, an unauthorized occupant of the Tenant was standing inside the entry door and the Tenant's son who was outside the door got angry and kicked the door, smashing the glass. The Landlord testified that the Tenant's son is not a tenant at the residential property.

The Landlord testified that a One Month Notice to End Tenancy for Cause was issued to the Tenant on January 30, 2023, related to the above-mentioned incidents. The Tenant disputed the One Month Notice and there is a hearing scheduled near the end of May 2023.

The Landlord submitted that she cannot let the behavior continue until a hearing date at the end of May 2023, because the people she has staying in the unit are causing havoc in the building.

On February 23, 2023, the Landlord applied for dispute resolution seeking an early end to the tenancy and an order of possession for the rental unit.

Analysis

Section 56 of the *Act* provides that a Landlord may make an application for dispute resolution to request an order to end a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 (One Month Notice) and granting the Landlord an order of possession in respect of the rental unit. If an order is made under this section, it is unnecessary for the Landlord to give the Tenant a notice to end the tenancy.

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.** [my emphasis]

Residential Tenancy Branch Policy Guideline #51 Expedited Hearings provides the following information:

Applications to end a tenancy early are for very serious breaches only and require sufficient supporting evidence. The landlord must provide sufficient evidence to prove the tenant or their guest committed the serious breach, and the director must also be satisfied that it would be unreasonable or unfair to the landlord or other occupants of the property or park to wait for a Notice to End Tenancy for cause to take effect (at least one month). Without sufficient evidence the arbitrator will dismiss the application.

Based on the testimony and documentary evidence before me I make the following findings:

An application for an early end of tenancy 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 due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

I find that the Landlord issued a One Month Notice to the Tenant on January 30, 2023. The Tenant disputed the One Month Notice on February 8, 2023, prior to the Landlord's application for an early end of tenancy.

Based on the testimony and evidence before me, I find that there has not been any new significant intervening act or allegation of wrongdoing posing an immediate and severe risk to the rental property or other occupants since the incidents that occurred up to January 30, 2023, which were included as reasons to end the tenancy within the One Month Notice.

While I understand the Landlord's concern that they have to wait until May 2023 for the dispute hearing, I find that based on the nature of the incidents as reported by the Landlord, it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the dispute of the One Month Notice that is scheduled for late May 2023.

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

Conclusion

The Landlord issued a One Month Notice to the Tenant and the Tenant disputed the One Month Notice prior to the Landlord's application for an early end of tenancy based on the same incidents.

I find that there has not been any new significant intervening act or allegation of wrongdoing posing an immediate and severe risk to the rental property or other occupants since the incidents that occurred up to January 30, 2023, which were included as reasons to end the tenancy within the One Month Notice.

I find that it would not be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for the dispute of the One Month Notice scheduled for May 26, 2023.

The Landlord's application for an early end of tenancy and an order of possession for the rental unit 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: March 14, 2023