



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ET, FFL

Introduction

The landlord applied on March 22, 2023 for (i) an early end to the tenancy under section 56 of the *Residential Tenancy Act* (the “Act”); and (ii) authorization to recover the cost of the filing fee under section 72 of the Act.

The landlord attended the hearing. No one dialled in on behalf of the tenant during the hearing, which lasted from 9:30 A.M. to 9:45 A.M.

Issue(s) to be Decided

Is the landlord entitled to an early end to tenancy?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

In reaching this decision, I have considered all relevant evidence that complied with the *Rules of Procedure*. Only the necessary oral and documentary evidence that helped resolve the issues of the dispute and explain the decision is included below.

The tenancy began November 30, 2021. Rent is \$1,600.00 due on the first day of the month. The landlord currently retains a \$800.00 security deposit. There is a copy of the written tenancy agreement in evidence.

The landlord affirmed that:

- the tenant has been creating excessive noise, which has caused two of the landlord’s other tenants to move out of their respective rental units.
- a third tenant has threatened to move out of their rental unit if the noise persists.

- the landlord first found out about the tenant's noise issues on December 9, 2022.
- the landlord did not issue a *One Month Notice to End Tenancy for Cause* and instead applied for an early end to the tenancy as the landlord's experience with dealing with the RTB is that there would be long wait times if he issued a *One Month Notice to End Tenancy for Cause*.

Analysis

Section 56 of the Act provides that a landlord may end a tenancy early without issuing a *One Month Notice to End Tenancy for Cause* if (a) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for such a notice to take effect; and (b) 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; or
- v. caused extraordinary damage to the residential property.

In the present case, the landlord first found out about the tenant's noise issues on December 9, 2022. However, the landlord waited until March 22, 2023 to file this application. As the landlord was able to wait over 3 months from when the landlord first found out about the noise issues to when the landlord filed this application, I find that it would not be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a *One Month Notice to End Tenancy for Cause* to take effect.

Based on the above, I am dismissing the landlord's application for an early end to tenancy under section 56 of the Act.

Since the landlord was not successful in its application, the landlord's application to recover the cost of the filing fee under section 72 of the Act is dismissed.

Conclusion

The application is dismissed without leave to reapply.

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: May 02, 2023

Residential Tenancy Branch