



Dispute Resolution Services

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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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 9:45 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord and his agent attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord's agent testified that on April 28, 2023, the tenants were served a copy of the Application for Dispute Resolution and Notice of Hearing by registered mail. Registered mail receipts and tracking numbers were submitted as evidence.

Based on the above, 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 tenants.

Issues

Is the landlord entitled to an order of possession for an early end to the tenancy?
Is the landlord entitled to recover its filing fee?

Background & Evidence

This tenancy began on October 1, 2022 with a monthly rent of \$3280.00 payable on the 1st day of each month.

The landlord's agent submits that the tenants have not paid \$820.00 of the monthly rent since the start of the tenancy. The landlord tried to work with the tenants and issued numerous 10 Day Notices for unpaid rent. The tenants have become belligerent and no longer responding to the landlord's attempts to make payments. The landlord recently did an inspection and believes the property has become a "flop house". The landlord's agent testified that they observed multiple young girls sleeping on beds during the day in the rental unit. The landlord's agent submits they had heard rumours from neighbors about alleged nefarious activities. The landlord's agent also testified that one of the tenant's told him they were housing underaged girls that were escaping abuse. The landlord also submitted pictures of the tenants having too many pets on the property. The landlord submitted a breach letter dated March 10, 2023, issued to the tenants for too many occupants and too many pets.

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's agent, I find it would not be unreasonable, or unfair to the landlord to wait for a One Month Notice for cause to take effect. 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 tenants pose an immediate serious threat to the health and safety of the landlord or other occupants or to the landlord's property. The landlord has provided insufficient evidence of the alleged nefarious activities. The landlord's issued a breach letter to the tenants on March 10, 2023, for unreasonable number of occupants and pets. It is unknown why the landlord did not follow this up with a One Month Notice if the breach was not corrected by the tenants in a timely manner. It is also unknown why the landlord did not follow-up on the numerous 10 Day Notices for unpaid rent.

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

As the landlord was not successful in this application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

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: May 16, 2023

Residential Tenancy Branch