



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an application by the landlord seeking to end the tenancy early and obtain an order of possession. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by having witnesses present when the landlord personally served the tenant on August 1, 2012. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to have the tenancy end early?

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on or about February 20, 2012 for a six month term that is to revert to a month to month on August 20, 2012. Rent in the amount of \$700.00 is payable in advance on the 20th of each month. The tenants listed on the tenancy agreement vacated the unit in April 2012 and had the subject tenant take over the tenancy. The landlord was satisfied with this person as long as she paid the rent and followed the rules of the house.

The landlord gave the following testimony; initially the landlord had no issues with the tenant; however things have changed in the past two months, the tenant has not paid

the rent for the past two months, smokes cigarettes and marijuana in the unit even though it is a non smoking unit, has received verbal and written complaints from the upstairs tenant for noise, has a large dog that has is “very threatening” although there is a no pet’s clause, refuses access to serviceman to make necessary repairs, “observed” by the upstairs tenants’ selling drugs on the side of the house, has constant “traffic of people coming and going to the unit”, police have attended on several occasions and informed the landlord that it’s a “tenancy issue”.

Analysis

In this case the landlord has not given the tenant any written warning notices and the tenant has not caused extraordinary damage, in addition to that, the landlord referred to many witnesses to these events however none were present at the hearing. The landlord was unable to provide sufficient evidence for the issues as presented.

In making an application for an early end to this tenancy the landlord has the burden of proving that there is cause for ending the tenancy, such as **unreasonably** disturbing other occupants, **seriously** jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlords property at risk, **and** by proving that it would be **unreasonable** or **unfair** to the landlord or other occupants to wait for a Notice to End Tenancy.

I find that the reasons given for an early end to the tenancy have not reached the level of unreasonableness, significance, seriousness or unfair required by section 56 of the Act.

During the hearing the landlord inquired that if the tenant has not paid, is that not enough evidence for an end of tenancy? That issue was not before me nor did the landlord apply for a hearing in regards to unpaid rent. The landlord has leave to pursue a separate application in regards to unpaid rent. This was explained in detail with the landlord and he indicated that he understood.

The landlord has not been successful in his application. The tenancy remains in effect.

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: August 15, 2012.

Residential Tenancy Branch