

## **Decision**

### **Dispute Codes:**

ET, MNDC

### **Introduction**

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant. The landlord was also requesting a monetary order for money owed or damages.

Both parties appeared and gave testimony in turn.

### **Issue(s) to be Decided**

The landlord is seeking an Order of Possession based on section 56(1) of the *Residential Tenancy Act*, (the *Act*), which permits the landlord to end a tenancy without notice to a tenant in certain restricted and compelling circumstances. Based on the testimony and the evidence presented during the proceedings the following issue must be to be decided:

- Has the landlord established sufficient proof that the criteria contained in section 56(2) of the *Act* has been met to justify ending the tenancy and entitle granting an Order of Possession under the *Residential Tenancy Act*, (the *Act*).

### **Background and Evidence**

The tenancy began as a fixed term March 1, 2010 and the term expires on February 28, 2011. The rent was \$1,000.00 and a deposit of \$500.00 was paid.

Substantial evidence was submitted by the landlord regarding the background of the tenancy and the dispute. The tenant had also submitted evidence.

The landlord testified that the basis for the request to end the tenancy without notice under section 56(2) was the fact that the tenant had given false statements at a previous hearing which placed the landlord's property at serious risk. The landlord stated that fines by the condominium corporation had been imposed for allegedly renting out the unit for the tenant's sole possession when the truth was that the tenancy agreement was for the parties to share the premises.

The tenant testified that his testimony about the nature of the tenancy was a matter that had already been dealt with at a previous hearing, the outcome of which was in the tenant's favour.

The landlord testified that the monetary claim was based on late payment fees owed of \$25.00 per month, \$150.00 withheld by the tenant from rent for July and other costs stemming from the landlord's conflict with the condominium corporation.

It was determined that both of the above matters before me had already been determined at the previous hearings. However, a mediated discussion ensued and the parties agreed that the tenancy should end on February 28, 2011 and that the tenant would vacate on that date. It was agreed that, in exchange for ending the tenancy by agreement, the tenant would receive compensation equivalent to one month rent that would otherwise be payable if a Notice to End Tenancy for Landlord Use was issued under section 49. This amount will be credited towards rent owed for the month of February 2011.

### **Conclusion**

Pursuant to the mutual agreement reached by these parties, I hereby order that this tenancy is ending and grant the Landlord an Order of Possession effective at 2:00 p.m. on Monday February 28, 2010. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby order that the tenant is entitled to receive the equivalent of one month rent in the amount of \$1,000.00 which will be paid to the tenant by crediting this amount towards rent otherwise owed for the month of February 2011.

Other than stated above, no other findings were made in regards to the tenancy during these proceedings.

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: January 2011.

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Residential Tenancy Branch