



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order ending a tenancy early, pursuant to Section 56(1) of the *Residential Tenancy Act*, and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the month to month tenancy started on June 1st, 2011. The rent is \$1550.00 per month and the tenant paid a security deposit of \$1550.00.

The landlord testified that the tenants have turned off the heat and the hot water in the unit. The landlord states that the tenants have pets that defecate throughout the house, and that the tenants smoke heavily. He states that there is water damage caused by overflowing the sink and the toilets, and that along with the police, evidence of drug use

was found around the kitchen area. The landlord states that they received complaints of noise and ongoing visitors throughout the day and night; that windows are broken in the kitchen, bathroom and the downstairs hallway; that the siding is burnt from the BBQ; that the patio deck is damaged by grease and dog urine; that the carpets are soiled from dirty footwear and dog urine; that the sink cupboard is damaged and rotten from a broken faucet; and that the tenants changed the locks. He also states that the yard is riddled with broken down vehicles, strewn with garbage, and described the general appearance of the property as a "disaster zone".

The landlord suspects that the tenants sub-let the rental unit; he stated that he met two males there that told him that they were paying the rent.

The tenant testified that the kitchen window fell off the hinges, and that the bathroom window was already broke. She stated that heat was restored and that the floor was already damaged. Concerning the water leak, she stated that the ice machine broke and that she notified the landlord. The tenant explained that she was in the Vancouver area for a while and that the co-tenant, who is also her aunt, moved out unexpectedly. She stated her brother moved in with a friend, but that she did not agree with the friend moving in. She said that the mess occurred while she was away, and that she has cleaned the property since. She stated that she changed the locks because the previous tenant still had a key, but that she did not notify the landlord.

During these discussions, the tenant also stated that she can be out of the unit by October 31st, 2011, or sooner. The landlords agreed with that date as an end to the tenancy.

Analysis & Conclusion

Based on the parties' mutual agreement to end the tenancy on October 31st, 2011, I consider this dispute settled by granting the landlords an Order of Possession effective no later than 1:00PM, October 31st, 2011.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: October 20, 2011.

Residential Tenancy Branch