



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and an Order of Possession pursuant to section 56;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. Although the tenant said that she had not received a copy of the notice of this hearing from the landlord, the tenant confirmed that she had received notification by email from the Residential Tenancy Branch (the RTB). At the hearing, I confirmed that due to the short time frames involved in the convening of the landlord's application for an early end to this tenancy, the RTB had looked after notifying both parties of this hearing. The RTB contacted both parties to confirm that they had received notice of this hearing. The tenant confirmed that an official from the RTB called her on June 11, 2013, to ensure that she was aware of this hearing. I am satisfied that both parties were served notification of this hearing by the RTB and that both parties were prepared to address the landlord's application for an early end to this tenancy and an Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to an early end to tenancy and an Order of Possession? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy began on December 1, 2012. Monthly rent is set at \$600.00, payable in advance on the first of each month. The landlord holds the tenant's \$300.00 security deposit paid on or about December 1, 2012.

The parties agreed that a June 25, 2013 hearing before the RTB is scheduled to consider the landlord's application for an Order of Possession for Cause and the

tenant's application to cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord. Both parties also have monetary issues in dispute at that upcoming hearing.

The landlord applied for an early end to tenancy as the landlord did not believe that the tenancy could continue due to some of the tenant's actions since the landlord issued the 1 Month Notice. One of the allegations raised by the landlord involved an incident in which the landlord maintained that members of her family suffered health problems resulting from pepper spray that the tenant had sprayed inside the landlord's door.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding resolution of the landlord's application to end this tenancy early under the following terms:

1. Both parties agreed that this tenancy will end by 4:00 p.m. on Wednesday, June 19, 2013, by which time the tenant will have vacated the rental premises and returned her keys to the landlord.
2. The landlord agreed to allow the tenant to access her rental unit to remove her belongings as long as the tenant is in attendance on the property.
3. The tenant committed that she will be present when any guest or visitor she allows on the premises is present.
4. Both parties agreed that this settlement agreement is final and binding only to the landlord's notice to end tenancy and application for an early end to this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 14, 2013

Residential Tenancy Branch

