



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ET FF

### Introduction

This hearing was scheduled in response to the landlord's application for an early end of tenancy / an order of possession / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on July 1, 2012. Monthly rent of \$850.00 is due and payable in advance on the first day of each month. A security deposit of \$425.00 and a pet damage deposit of \$100.00 were both collected.

The landlord issued a 1 month notice to end tenancy for cause dated July 18, 2013, and the notice was served in-person on that same date. A copy of the notice was submitted in evidence. The reason shown on the notice in support of its issuance is as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord

The tenant has not applied to dispute the notice and she presently resides in the unit. The landlord filed his application for dispute resolution on July 19, 2013. During the hearing the parties undertook to achieve a resolution of the dispute.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution, and it was specifically agreed as follows:

### **RECORD OF SETTLEMENT**

- that the tenant will vacate the unit by not later than **midnight, Wednesday, July 31, 2013**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the landlord will retain the tenant's security deposit and pet damage deposit in the total amount of **\$525.00** (\$425.00 + \$100.00);
- that the landlord is at liberty to **change the locks** on the unit effective from Thursday, August 1, 2013;
- that the landlord is at liberty to **dispose of any and all items left behind** by the tenant, both in and around the unit after midnight, Wednesday, July 31, 2013; and
- that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties, which arise out of this tenancy.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective **midnight, July 31, 2013**. This order must be served on the tenant. Should the tenant fail to comply with the order, the 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: July 31, 2013

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Residential Tenancy Branch