



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

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; and
- authorization to recover the 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, to call witnesses and to cross-examine one another.

The landlord gave sworn testimony that separate 10 Day Notices to End Tenancy for Unpaid Rent (the 10 Day Notices) were posted on the tenant's door on October 2, 2017 and November 2, 2017. The tenant testified that she did not receive these 10 Day Notices. The landlord testified that she has not issued any 1 Month Notice to End Tenancy for Cause (a 1 Month Notice) regarding this tenancy.

The landlord gave sworn testimony that she posted a copy of the dispute resolution hearing package, and her written and photographic evidence on the tenant's door on October 27, 2017. The tenant said that she received the dispute resolution hearing package and written evidence on November 3, when she returned to the rental unit, but no photos were included in that package. I find that the tenant was deemed served with the landlord's dispute resolution hearing package and written evidence in accordance with sections 88, 89(2) and 90 of the *Act* on October 30, 2017, the third day after their posting. The landlord's application for an early end to tenancy was served in accordance with a method allowed under section 89(2) of the *Act*. As section 89(1) of the *Act* does not allow applications for monetary awards to be posted on a tenant's door, I find that the landlord's application to recover her filing fee has not been served in accordance with the *Act* and I dismiss this portion of the landlord's application.

Issues(s) to be Decided

Is the landlord entitled to an early end to this 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 month-to-month tenancy began on September 1, 2017, by way of an oral agreement between the parties. The landlord said that the monthly rent is set at \$1,100.00, payable in advance on the first of each month. The tenant agreed that the total monthly payment is \$1,100.00, but said that this is comprised of \$1,000.00 for rent and an additional \$100.00 for use of the laundry appliances in the rental property. The parties agreed that the landlord continues to hold the tenant's \$550.00 security deposit paid in late August 2017.

The landlord's 10 Day Notice for October 2017 was for unpaid rent she maintained was owing for that month. Her 10 Day Notice for November 2017 added the amount owing for unpaid rent for November to the amount still owing for October 2017.

In addition to the unpaid rent, the landlord's application for an early end to this tenancy included allegations that marijuana smoking was occurring in the rental unit, and that the landlord and others felt threatened by the tenant and those visiting her rental unit on an ongoing basis.

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 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 under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on November 21, 2017, by which time the tenant and any other occupants will have vacated the rental unit.
2. Both parties agreed that the settlement agreement as outlined above constituted a final and binding resolution of the landlord's current application and that they

entered into this agreement of their own free will and not on the basis of any force or coercion.

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 **only** if the tenant does not comply with the terms of their agreement **and** fails to vacate the rental premises in accordance with their agreement as outlined above. The landlord is provided with these Orders in the above terms and the tenant must be served with these Orders in the event that the tenant does not vacate the premises in accordance with their agreement. Should the tenant 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: November 16, 2017

Residential Tenancy Branch