



Dispute Resolution Services

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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 his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord served the tenants with the notice of hearing package and the submitted documentary evidence by posting it to the rental unit door on May 9, 2018. I accept the undisputed affirmed testimony of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?

Is the landlord entitled to recovery of the filing fee?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on October 15, 2016 on a month-to-month basis as per the landlord. The monthly rent is \$1,350.00 payable on the 1st day of each month. A security deposit of \$675.00 and a pet damage deposit of \$200.00 were paid.

The landlord seeks an early end to the tenancy and to obtain an order of possession as the tenants pose an immediate and severe risk to the rental property, other occupants or the landlord. The landlord claims that the tenants are "threatening to kick down the basement door of the landlord's occupancy, breaking and entering the basement without the landlord being there, chasing the landlord to his truck, yelling and screaming at the landlord... and trying to cause confrontation at unreasonable hours..." The landlord stated that his partner, H.M. was a witness to the threat and yelling.

The tenants dispute the landlord's claim stating that the entire rental premises was being rented from the landlord when he took possession of the bottom portion without

notice. The tenants argued that no threats were made to kick the landlord's door. The tenant, K.L. argued that she was also present and did not witness any threats, but only yelling.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on July 31, 2018, by which time the tenants will have vacated the rental unit.

The landlords agreed cancel the application to obtain an early end to the tenancy and obtain an order of possession.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on July 31, 2018. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the 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 27, 2018

Residential Tenancy Branch