



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 her filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony. Both parties confirmed receipt of the notice of hearing package. The landlord stated that the tenants were served with the 3 submitted documentary evidence package(s) by posting them to the rental unit door. The tenants disputed that no documentary evidence was received. Both parties confirmed the tenants served the landlord with the submitted documentary evidence by posting it on the landlord's door. I accept the evidence of both parties and find that both parties have been sufficiently served with the notice of hearing package and the tenant's documentary evidence as per section 90 of the Act. The landlord's documentary evidence and proof of service documentation shall be reviewed and then determined at that time if it shall be admissible.

At the conclusion of the hearing, all parties confirmed their mailing addresses, but the tenant, J.O. requested the decision be mailed to her new mailing address. The Residential Tenancy Branch File shall be updated to reflect the new address.

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 and Evidence

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.

The landlord provided written details stating that:

The landlord posted a 30 day eviction notice for 1) failure to provide security clearances 2) failure to provide or give credit checks 3) 3X late on rent since march 15/19 4) damage to property 5) falsified information re: pitbull 6) intoxicated disorderly conduct resulting in police attendance 4X, in which can assaulted a police officer and time in jail 7) smoking on property 8) illegal substance use in which kens license was suspended 9) illegally entering our residence police file 10) banging on our windows at 3am.

The landlord clarified that the tenant, K.T. has made verbal threats to her son and herself prior to the application being filed. The tenant, K.T. has disputed these claims. The landlord relies upon a submitted email by her son who she states in autistic and does not lie.

The landlord also claims that the tenants prevented the landlord from entering the rental unit when a water leak was discovered. The landlord stated that the tenants had changed the locks without their knowledge or permission and also claims that the tenants have refused the landlord access to resolve the water leak. The landlord stated that they were forced to request police assistance to enter the rental unit and turn off the water that was left on by the tenants.

Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;

- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; or
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

However, 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 June 27, 2019 as both tenants do not currently reside at the rental unit and that by July 1, 2019 the tenants will have vacated the rental unit, removed all of their belongings and return the rental unit keys to the landlord.

The landlords agreed to withdraw the request for an early end to the tenancy.

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 June 27, 2019. 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.

Conclusion

The landlord is granted an order of possession.

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, 2019

Residential Tenancy Branch