



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 affirmed testimony. Both parties confirmed the landlord served the tenants with the notice of hearing package and the submitted documentary evidence in person on July 23, 2020 for each tenant. The tenants confirmed that no documentary evidence was submitted. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties are deemed 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 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.

This tenancy began on May 1, 2020 as per the signed tenancy agreement dated April 24, 2020. The monthly rent is \$1,400.00 payable on the 1st day of each month. A security deposit of \$700.00 was paid on April 24, 2020.

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.

The landlord provided written details which states,

Tenants have a huge excess of garbage inside and outside the suite, and they will not take it off the property. Tenants left the house unsecured twice. Tenants frequently have profane and disturbing fights that involve damaging property and disturbing the peace. M. made seven specific attacks on (landlord), pounding at her door and yelling threats. Police have come to keep the peace 7 times of 23 incidents.

[reproduced as written]

During the hearing both parties confirmed that the landlord had issued a 1 month notice to end tenancy that is being disputed by the tenants. Both parties confirmed that Residential Tenancy Branch File (noted on the cover of this decision) hearing was scheduled in the future on August 11, 2020 for the tenants application to cancel the notice to end tenancy.

Analysis and Conclusion

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.

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 August 31, 2020 at 12pm, by which time the tenants will have vacated the rental unit.

The landlord agreed to withdraw the Application for an early end to the tenancy.

Both parties also agreed that as this matter will end their tenancy relationship both parties consent to the tenant’s application to cancel the 1 month notice scheduled for August 11, 2020 (File Number noted on the cover of this decision) be cancelled.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications 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 12:00 pm on August 31, 2020. 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.

I decline to make any order regarding the landlord's request for recovery of the filing fee as this matter was resolved through settlement.

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 30, 2020

Residential Tenancy Branch