



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 the tenancy and an order of possession pursuant to section 56; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

All parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, and to make submissions. The tenants were assisted by two agents ("**KS**" and "**KB**").

Settlement

Pursuant to section 63 of the Act, an 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenants will provide vacant possession of the rental unit to the landlord no later than March 31, 2021 at 1:00 pm.
2. The arbitrator will make a determination as to whether the landlord is entitled to recover the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

For additional clarity, the tenancy will continue until March 31, 2021, and as such, the Act will continue to apply. In particular, and as discussed at the hearing, the landlord is required to give notice in accordance with section 29 of the Act if he wants to enter the

rental unit, the parties must conduct a move-out condition inspection at the end of the tenancy per section 35 of the Act, and the landlord must handle the security deposit in accordance with section 38 of the Act.

Filing Fee

KS stated that, in addition to making this application for an early end to tenancy, also served the tenants with a one month notice to end tenancy for cause on February 21, 2021 (the “**Notice**”), citing the same facts that he cited in support of the present application. KS stated that the tenants disputed the Notice and paid a \$100 filing fee of their own to do so. She submitted that, in the circumstances, it would be equitable if each party bore the cost of their own filing fee (the landlord in this application, the tenants in theirs).

The landlord testified that he filed this application on March 4, 2021 due to information he received from the RCMP after having served the Notice. The evidentiary record does not contain any document dated after February 21, 2020. It does contain a handwritten page with an RCMP file number, a contact number for an RCMP officer and reference to controlled substances, other items and cash having been seized. From this document, I cannot conclude when this information was given to the landlord, or if this was the information that precipitated the landlord’s filing his application for an early end to tenancy.

Additionally, the information available to the landlord at the time he issued the Notice indicates that the landlord was aware of an (unproven) allegation of the municipality that the rental unit was the location of a “clandestine drug lab”. I specifically make no finding of fact as to whether this allegation is true, as I heard no evidence on the matter. I note that such an allegation, if proven true, would likely be sufficient grounds to obtain an early end to tenancy on the grounds of illegality (see Policy Guideline 32).

As such, I find that, as of the time the landlord issued the Notice, he had sufficient basis to apply for an early end to tenancy. As such, I find that issuing the Notice was superfluous.

In the circumstances, I agree with the KS that it would be equitable for the landlord to bear the cost of his own filing fee. I decline to award the landlord any amount in compensation for the filing fee.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on March 31, 2021

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: March 15, 2021

Residential Tenancy Branch