



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, pursuant to section 72.

While the landlord attended the hearing by way of conference call, the tenants did not. I waited until 9:41 a.m. to enable the tenants to participate in this scheduled hearing for 9:30 am. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided proof of service in their evidentiary materials that the tenants were personally served with the landlord's application and evidence package on June 9, 2021. Accordingly, I find the tenants duly served with the landlord's application and evidence package.

Although the tenants submitted evidence for this hearing, the landlord testified that he did not receive these materials. I read the contents of the two page letter submitted by the tenants to the landlord during the hearing. As the landlord took no issue with the admittance of these materials, the tenants' letter was admitted for the purposes of this hearing.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

The landlord provided the following submissions. This month-to-month tenancy began on March 1, 2021, with monthly rent set at \$1,100.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$650.00, which the landlord still holds.

The landlord filed this application for an early termination of this tenancy as the tenants have engaged in behaviour that have significantly disturbed the other tenants in the home. The landlord submitted copies of letters written by these tenants. The landlord described the incidents as “violent”. The landlord submits that these incidents happened on numerous occasions, and that the tenants have caused damage to the home.

The tenants submitted a two page, handwritten, signed letter in response to the landlord’s application stating that they are vacating the home on June 30, 2021, and would be returning the keys after moving.

Analysis

Based on the testimony of the landlord, and in light of the evidence submitted by the tenants, I find the landlord’s application for an Order of Possession to be undisputed. As the tenants provided a signed statement that they would be moving out on June 30, 2021, I will be providing the landlord with an Order of Possession for June 30, 2021.

I allow the landlord’s application to recover the \$100.00 filing fee from the tenants. Using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain \$100.00 of the security deposit in satisfaction of this monetary award.

Conclusion

I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on June 30, 2021. The landlord is provided with this Order and the tenants must be served with this Order in the event that the tenants do not move out by June 30, 2021.. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I allow the landlord to recover the \$100.00 filing fee by allowing the landlord to retain \$100.00 from the security deposit for this tenancy.

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 29, 2021

Residential Tenancy Branch