



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 tenant with the notice of hearing package and the submitted documentary evidence via email on June 3, 2020. The landlord stated that there were two additional documentary evidence packages that were not served to the tenant. Both parties confirmed the tenant served the landlord with the submitted documentary evidence via email on June 22, 2020. Neither party raised any other service issues. I accept the undisputed affirmed testimony of both parties and find that both parties were sufficiently served as per sections 88 and 89 of the Act, save and except for the two documentary evidence packages by the landlord that were not served. On these two packages, I find as the landlord has not served any to the tenant, that these two packages are excluded from consideration in this hearing.

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.

Both parties agreed that this tenancy began on January 1, 2003 on a month-to-month basis, monthly rent was \$400.00. A security deposit of \$200.00 was paid. An incomplete copy of the written tenancy agreement was submitted into evidence by the landlord.

The applicant has provided written details which state,

I have a judgement against the tenant for rat and water damage. I have ben denied access to evaluate what other damage is in my building. My property and myself are at significant risk from potential fire hazards that could be caused by rodent damage yet to be determined.

Both parties agreed that in a previous dispute resolution hearing the tenant was found at fault for causing a rat infestation which enabled the rats to destroy the plumbing. The landlord stated as of todays date, there is no running water in the rental. The landlord further stated that the tenant has refused access for the landlord to have a plumbing/building inspection of the rental. The tenant confirmed that she did not allow access to the landlord.

Both parties confirmed that the tenant had provided written notification of her intent to vacate the rental.

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.

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, 2020, by which time the tenant will have vacated the rental unit.

The landlord agreed to withdraw the application for an early end to the tenancy and obtain an order of possession.

Both parties also agreed that future communications between the two parties could be conducted via email.

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 tenant fail to vacate the rental

premises in accordance with their agreement by 1:00 pm on July 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 tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

As this matter was settled, I decline to make any order regarding the filing fee.

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 30, 2020

Residential Tenancy Branch