



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to have the Landlord Ordered to comply with the *Residential Tenancy Act*.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, served personally to the site manager on December 8, 2010.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

1. Has the Landlord breached the *Residential Tenancy Act*?
2. If so, has the Tenant proven that the circumstances warrant the Landlord to be ordered to comply with the *Residential Tenancy Act*?

Background and Evidence

The parties entered into a written tenancy agreement effective December 1, 2008. The currently monthly rent is payable on the first of each month at the current subsidized rent of \$441.00. The Tenant paid a security deposit of \$324.00 on December 1, 2008 which was based on the market value rent.

Each party was given the opportunity to provide their testimony and they both spoke to events which occurred over the past couple of years. A discussion followed whereby the parties agreed to settle the matter.

Analysis

Throughout the hearing the Tenant referred to his “Mental Health Worker”. I asked the Tenant to explain the level of involvement he had with his Mental Health Worker and if he felt the Mental Health Worker needed to attend this hearing. The Tenant explained that he has been working with his Mental Health Worker for years and that they primarily discuss coping skills. He did not feel the need to have the Worker present at the hearing. I note that the Tenant spoke intelligently throughout the hearing, providing clear concise answers to my questions and never stated that he did not understand what I was asking or that he required the assistance of an advocate. I am satisfied that the Tenant demonstrated capacity to represent himself during this hearing.

The parties reached an agreement to settle these matters, on the following conditions:

1. the Tenant will seek the assistance of his daughter and his Mental Health Worker to secure a new rental location as soon as possible; and
2. the Landlord will arrange for volunteers to assist the Tenant to move to the new rental property at no cost to the Tenant; and
3. the Landlord will work with the subsidy provider to ensure the new rental property will be eligible to be a subsidized location for the Tenant; and
4. the Tenant will deal directly with the Chairman of the Board (Landlord) and not the site manager from this point forward; and
5. the Chairman of the Board (Landlord) will advise the site manager not to deal directly with the Tenant.

Conclusion

The parties have agreed to settle these matters, therefore no further action is required and the file is hereby closed.

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: January 05, 2011.

Residential Tenancy Branch