



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, FF

Introduction

This hearing dealt with cross applications. The tenant applied to dispute a Notice to End Tenancy for Cause. The landlord applied for an Order of Possession for cause. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

The tenant raised an issue with service of the landlord's evidence package. The landlord had provided a registered mail receipt and tracking number as proof of service and verbal testimony that the tenant signed for the registered mail containing the landlord's evidence package. I accepted the landlord served the tenant with the landlord's evidence and I considered the landlord's evidence. I reviewed the documents provided to the Residential Tenancy Branch with the tenant and the tenant stated he wished to proceed.

Issue(s) to be Decided

1. Should the Notice to End Tenancy be upheld or cancelled?
2. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The tenancy commenced March 1, 2010 and the tenant is currently paying rent of \$328.00 on the 1st day of every month. The tenant's rent is geared to income. The landlord's staff includes tenant support workers and a health service worker that are available to provide assistance to tenants upon request of the tenant.

I heard testimony concerning an incident that took place on July 6, 2011 and involved the tenant and the landlord's staff persons. I heard testimony from the landlord that the tenant has been verbally abusive to staff in the past; however, the landlord had not issued any written warning or breach letters to the tenant. The tenant acknowledged that he has difficulty controlling his emotions when he feels trapped or threatened. The tenant acknowledged that he had dealt with conflict through violence several years ago

but asserted he no longer uses violence as a way of dealing with problems. The tenant expressed willingness to seek assistance to learn how to control his anger.

During the hearing I was able to facilitate a mutual agreement with the parties. The parties agreed to the following terms:

1. The tenant will, without delay, request the assistance of the health service worker in order to determine the appropriate resources available for him.
2. The tenant will fully participate in whatever program or services suggested or recommended to him by the health service worker.
3. The tenant will not engage in any abusive, threatening, or otherwise inappropriate behaviour with the landlord's staff or other tenants.
4. The tenancy shall continue so long as the tenant complies with the above terms.
5. The landlord will be provided a conditional Order of Possession that the landlord may serve upon the tenant in the event the tenant violates the above terms.
6. The Order of Possession will have an expiry date of two months, after which time the landlord will need to issue another Notice to End Tenancy if the tenant's conduct warrants an end to the tenancy.

Analysis

I accept the mutual agreement reached between the parties and make the terms an Order to be binding upon both parties. In recognition of the mutual agreement between the parties, the landlord is provided with an Order of Possession that may be served upon the tenant only in the event the tenant violates terms 1 through 3 as described above.

The decision serves as a written warning to the tenant that the following conduct is grounds for ending the tenancy under the Act:

- Significantly interfering with or unreasonably disturbing another occupant or the landlord; or,
- Seriously jeopardizing the health or safety or lawful right of another occupant or the landlord.

I make no award for recovery of the filing fee.

Conclusion

The parties reached a mutual agreement to resolve this dispute. The landlord has been provided a conditional Order of Possession that may only be served upon the tenant if the tenant violates terms 1 through 3 of the mutual agreement.

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: August 25, 2011.

Residential Tenancy Branch