



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Three Links Care Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to change the locks to the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that he received the landlord's 1 Month Notice posted on his door on April 22, 2013. The landlord's Director of Support Services and Housing for this non-profit housing society (the landlord) testified that in early May 2013, the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail. I am satisfied that the parties served the above documents and their written evidence to one another in accordance with the *Act*.

The landlord made an oral request at this hearing to obtain an Order of Possession if the tenant's application to cancel the 1 Month Notice were dismissed.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should any orders be issued against the landlord arising from the tenant's application?

Background and Evidence

This periodic tenancy in a supported housing building began on May 28, 2010. Monthly rent is currently set at \$426.00, payable by the tenant on the first of each month. The landlord continues to hold the tenant's \$160.00 security deposit paid on May 28, 2010.

The landlord identified the following reasons for seeking an end to this tenancy for cause in the landlord's 1 Month Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

Tenant has not done required repairs of damage to the unit/site.

The principal issue in dispute was whether the tenant's refusal to allow the landlord to remove and replace the smoke alarm in his rental unit without first obtaining the landlord's agreement to forego a monthly inspection the following month constituted sufficient grounds to end this tenancy. There were a number of other issues raised by both parties with respect to the access to the tenant's rental unit permitted under the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the 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, with the assistance of the tenant's counsel.

Both parties agreed to the following final and binding resolution of all issues in dispute arising out of the tenant's application and this tenancy under the following terms:

1. Both parties agreed that this tenancy will end by September 30, 2013, by which time the tenant will have vacated the rental premises.
2. The landlord agreed to accept an earlier written notice to end tenancy from the tenant identifying a date earlier than September 30, 2013 as long as the effective date identified by the tenant is in compliance with the provisions of the *Residential Tenancy Act*.
3. The landlord agreed to issue the tenant a neutrally-worded reference letter with respect to this tenancy.
4. The tenant agreed to allow the landlord's contractor to remove and replace the smoke alarm in his rental unit following receipt of a written request from the landlord to do so, which the landlord agreed to provide more than 24 hours in advance of this scheduled work.

5. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues arising out of the tenant's application and this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant 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(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 30, 2013

Residential Tenancy Branch

