



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC CNC FF

Introduction:

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice to End Tenancy for cause; and
- b) To recover the filing fee for this application.

SERVICE

Both parties attended the hearing and the tenant confirmed receipt of the Notice to End Tenancy dated June 19, 2013 and the landlord confirmed receipt of the Application for Dispute Resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that they have good cause to end the tenancy or has the tenant demonstrated that they are entitled to relief?

Is the tenant entitled to recover filing fees for the application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in May 2010, that rent is now \$880 a month and a security deposit of \$400 was paid. It is undisputed that the tenant has serious health issues and has had a hoarding problem from time to time. It is undisputed that the building has had mice problems which the landlord has tried diligently to control with regular pest control inspections and treatments.

The landlord detailed how the tenant had broken a material term of his tenancy agreement by not maintaining his suite in a sanitary and safe condition. They provided evidence that they had sent many warning letters to the tenant and had given him

financial and physical help to clean up the suite from time to time but the condition always deteriorated again. They were concerned for the health and safety of other residents, their contractors and for the tenant's wellbeing also.

The tenant and his support worker outlined how they had worked to dramatically change the situation in the past few months. The landlord expressed concern that they had received some assurances before but had no promise of guaranteed continuous assistance to the tenant. After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

1. **The Vancouver Coastal Health Authority has agreed to provide home support to the tenant twice a week indefinitely for he is seriously ill.**
2. **The tenant agrees he will not hoard nor feed animals on his balcony or around the building and he will have a Counsellor to visit with him to help him with these and other issues.**
3. **The tenant gives the landlord permission to inspect his suite as often as necessary to ensure that his unit is kept in a sanitary and safe condition and that the above conditions are being met.**
4. **This Notice to End Tenancy will be set aside and cancelled.**
5. **If the tenant violates the above conditions, the landlord will proceed with another Notice to End Tenancy with no further chances.**

Analysis and Conclusion:

Based on the above noted agreement, I hereby set aside the Notice to End Tenancy dated June 19, 2013. **The tenancy is reinstated.** I find the tenant is not entitled to recover filing fees for his application as I find the landlord had good reasons to end the tenancy but was willing to negotiate the above agreement which did not include paying filing fees to the tenant.

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: July 25, 2013

Residential Tenancy Branch

