



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 635 East Hastings Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, MNDC, OLC

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and an order instructing the landlord to comply with the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

During the hearing the tenant withdrew the aspect of his application concerning compensation for damage or loss under the Act, Regulation or tenancy agreement.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which the parties agree began in December 2012. Monthly rent is currently \$570.00, and a security deposit of \$262.50 was collected.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated April 29, 2014. The notice was served by way of posting on the unit door on April 30, 2014. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is May 31, 2014. Reasons identified on the notice in support of its issuance are as follows:

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

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Subsequently, the tenant filed an application to dispute the notice on May 06, 2014.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a partial resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by no later than **September 30, 2014**, and that an **order of possession** will be issued in favour of the landlord to that effect.

As to the tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement, in the absence of sufficient evidence that such an order is required, this aspect of the application is dismissed.

The agreement concerning an end to tenancy does not preclude the tenant from giving notice to end tenancy earlier, in the event that he succeeds in finding suitable alternative accommodation before September 30, 2014.

Neither does the agreement concerning an end to tenancy preclude the landlord from seeking an early end to tenancy and an order of possession, pursuant to section 56 of the Act which speaks to **Application for order ending tenancy early**. In this regard,

the landlord's agents identified ongoing concerns around the level of cleanliness in the tenant's unit. While the tenant has undertaken to keep his unit clean, there is a concern that the tenant will require regular assistance. A related problem arises from the difficulty associated with contacting the tenant in order to gain access to the building and his unit; the tenant does not possess a phone, and access doors to the building are locked for security reasons. The tenant's advocate stated that she would speak to the tenant's "worker" with the hope that a plan may be devised for remedying the access problem and the need to maintain a consistent / minimum level of cleanliness in the unit.

In anticipation of the end of tenancy, the attention of the parties is drawn to the following particular sections of the Act:

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

Conclusion

The parties have settled a principal aspect of the dispute and, pursuant to the **RECORD OF SETTLEMENT**, I hereby issue an **order of possession** in favour of the landlord effective not later than **September 30, 2014**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Other aspects of the tenant's application have variously either been withdrawn or dismissed.

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 24, 2014

Residential Tenancy Branch

