



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OLC, RPP, LRE, AAT, LAT

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and to set conditions on the landlord's right to enter the rental unit. The tenant also applied for an order directing the landlord to comply with the *Act*, return the tenant's personal property, allow the tenant access to the unit and allow the tenant to change locks. Both parties attended the hearing and had opportunity to be heard.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the remedies he has applied for?

Background and Evidence

The tenancy began in June 2007. The rental unit consists of a self contained suite located in the basement of the landlord's home. The landlord lives upstairs. There is no written tenancy agreement. The tenant pays \$400.00 on the first of each month.

On June 01, 2014, the landlord served the tenant with a notice to end tenancy. The notice consisted of a hand written note. The landlord testified that the reason for the notice was that the tenant had issues with alcohol and had put the landlord's property at risk by setting off the smoke alarm five times. The landlord feared for the safety of the tenant and his family.

During the hearing the reasons for the notice were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the tenancy would continue on the following terms:

1. The tenant agreed to refrain from smoking inside the rental unit and agreed to continue to smoke outside of the rental unit as he has since the start of tenancy
2. The tenant agreed to limit his consumption of alcohol to moderate quantities
3. The tenant agreed to seek professional help with regard to his consumption of alcohol
4. The tenant will provide the landlord with written proof of having sought professional help for alcoholism on or before September 30, 2014.
5. The landlord agreed to provide at least 24 hours written notice prior to entering the rental unit
6. The landlord agreed to replace the tenant's sink cover.
7. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from causing disturbances and problems resulting from the consumption of alcohol. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The tenancy will continue as per the above terms.

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: September 09, 2014

Residential Tenancy Branch

