



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY (1974)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated August 29, 2016 ("1 Month Notice"), pursuant to section 47.

The landlord's two agents, "landlord RB" and "landlord TS" (collectively "landlord") and the tenant and his advocate, DD (collectively "tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord RB confirmed that she is the program director and landlord TS confirmed that she is the program manager, and that both had authority to represent the landlord company named in this application as agents at this hearing. The tenant confirmed that his advocate had authority to speak on his behalf at this hearing. This hearing lasted approximately 120 minutes in order to allow both parties to fully negotiate a settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application.

The tenant confirmed receipt of the landlord's 1 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice.

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to abide by the landlord rental unit building policy of quiet hours between 11:00 p.m. and 7:00 a.m.;
2. The tenant agreed to provide the landlord with access to his rental unit for monthly inspections, provided that the landlord gives the tenant at least 24 hours' written notice prior to the inspection;
3. The tenant agreed to provide only the landlord management with the access code to the alarm system in his rental unit and any changes to the alarm code in the future;
 - a. During the hearing, the tenant provided the landlord's two agents with his alarm access code;
 - b. The tenant agreed that the landlord is permitted to provide this alarm access code to the landlord's on-site building staff in emergency situations only and to advise the tenant after doing so;
4. The tenant agreed to abide by the landlord's guest policy at the rental unit building of only having overnight guests in his rental unit for 14 total nights per year;
 - a. The tenant agreed to obtain written permission from the landlord if he wishes to have overnight guests in his rental unit in excess of 14 total nights per year;
 - b. The tenant agreed that he would not have any more overnight guests in his rental unit for the period from October 28, 2016 to December 31, 2016;
5. The tenant agreed that he will not provide any of his guests with the FOB access key to his rental unit or the rental unit building;
6. The tenant agreed to attend at least 12 meetings per year with the landlord to discuss tenancy issues;
7. The tenant agreed to sign the landlord's required paperwork annually, consisting of the behaviour agreement, the crime-free housing agreement and the photo consent form, as well as to have his photograph taken for the landlord's records;

- a. The tenant agreed to sign and complete the above outstanding documents for the year 2016;
8. The tenant agreed to review the landlord's client admission and service consent agreement, including with third parties and legal counsel if he so chooses, and to meet with the landlord in order to discuss whether to sign the form;
9. The tenant agreed to pay the landlord a total of \$617.40 for the alarm wires issue at a rate of \$20.00 per month beginning on November 25, 2016;
10. The tenant agreed that he will not utter verbal threats to the landlord or any other tenants, occupants or guests at the rental unit building;
11. The tenant agreed that he will not store or use any prohibited weapons, BB guns or flares in his rental unit or at the rental unit building;
12. Both parties agreed that this tenancy will continue in the event that the tenant abides by the above conditions #1 to #11. In that event, the landlord's 1 Month Notice, dated August 29, 2016, is cancelled and of no force or effect;
13. Both parties agreed that this tenancy will end pursuant to a 30 day order of possession, only if the tenant does not abide by the above conditions #1 to #11;
14. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

During the hearing, I advised both parties that they have leave to reapply at the Residential Tenancy Branch if there is a dispute over the interpretation of the above conditions or whether the tenant has violated any of the conditions.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to abide by conditions #1 to #11 of the above settlement **and** if the tenant and any other occupants on the premises fail to vacate the rental premises. The tenant must be served with this Order in the event that the tenant does not abide by conditions #1 to #11 of the above settlement **and** the tenant and any other occupants do not vacate the premises. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British

Columbia. As advised to both parties during the hearing, this order expires on June 30, 2017.

In the event that the tenant abides by conditions #1 to #11 of the above settlement, I find that the landlord's 1 Month Notice, dated August 29, 2016, is cancelled and of no force or effect. In that event, this tenancy continues under the terms of the tenancy agreement, until it is ended in accordance with the *Act*.

In order to implement the above settlement between the parties, I issue a monetary Order in the landlord's favour in the amount of \$617.40. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not pay the landlord \$617.40 as per the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not pay the landlord \$617.40 as per the above agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: November 03, 2016

Residential Tenancy Branch