



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NIKKEI SENIORS HEALTH CARE AND HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. 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?

Background and Evidence

The tenancy began in April 2009. The rental unit is located in an apartment building that houses 34 rental units.

On October 25, 2016, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord and had seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The notice was served on the tenant, following complaints filed by other occupants of the building and due to the alleged disrespectful behavior of the tenant towards the landlord's staff.

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 dispute resolution proceedings, 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 landlord would withdraw the notice to end tenancy and allow the tenancy to continue.

Both parties agreed to the following terms:

1. The tenant agreed to treat the landlord's staff with respect and refrain from using abusive language. The landlord's staff includes the maintenance personnel, reception, manager, accountant and outreach coordinator.
2. The tenant agreed to cooperate with the maintenance staff and the manager with regard to maintenance of the rental unit.
3. The tenant agreed to limit the number of voice mail messages to the landlord to one per incident/complaint and to leave messages that were appropriate in length. The tenant agreed that the voice mail messages would not contain abusive language. The tenant also agreed to communicate with the landlord by writing notes that were polite, respectful and of reasonable length.
4. The tenant agreed to refrain from interacting in a disrespectful manner with all the other occupants of the building and with the occupant of #203 in particular. The tenant agreed to be mindful of the rights of the other occupants with regard to quiet enjoyment and agreed to refrain from knocking on their doors and disturbing them.
5. The tenant agreed to use the appropriate forms when seeking maintenance of the rental unit.
6. Both parties confirmed that they understood and agreed that the terms of this agreement are binding.

The tenant would be wise to communicate and interact with the landlord and the other occupants of the building in a respectful and polite manner. I find it timely to put the tenants on notice that, if such behaviors as alleged by the landlord 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 notice to end tenancy is set aside and 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: December 20, 2016

Residential Tenancy Branch