



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated October 26, 2016 (the "1 Month Notice").

The tenant attended the hearing with several support people, including his probation officer, his brain injury support worker, and another support person. The landlord's agent attended the hearing on behalf of the landlord. The hearing process was explained and the participants were asked if they had any questions.

The tenant confirmed receipt of the landlord's 1 Month Notice and the landlord's evidence, which consisted of a series of warning letters from the landlord's agent with respect to allegedly disruptive behavior of the tenant over September and October of this year and statements from other tenants in the rental building with respect to this behavior.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy, and that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there is no obligation to resolve the dispute through settlement, and the landlord's agent communicated with the landlord by text over the course of the hearing for instructions on the possibility of settlement.

The tenant from the outset confirmed that he wished to arrive at a settlement and that he wished the tenancy, which started in 2008, to continue. He stated that he was brain injured at a young age and that his disruptive behavior was the result of his loss of contact his brain injury support worker, which had caused him to become unfocussed and start to drink more. He acknowledged having been disruptive, apologized, and set

out the steps he had taken and would be taking to stabilize. His brain injury support worker, his probation officer, and another support person all gave evidence in support of the tenant's efforts and progress in this regard.

Settlement:

Over the course of the hearing, the parties reached an agreement to settle this matter, on the terms set out below. Accordingly, I have made no findings of fact with respect to the conduct by the tenant relied upon by the landlord in its 1 Month Notice.

1. The landlord withdraws the 1 Month Notice dated October 26, 2016.
2. The tenant withdraws his application to dispute the landlord's 1 Month Notice dated November 2, 2016.
3. The tenant agrees that he will behave so that there will be no further issues or complaints about him from other tenants or the landlord and, in particular, the tenant agrees not to:
 - a. interfere with or disturb another tenant or the landlord; or
 - b. jeopardize the health or safety or lawful right of another occupant or the landlord.
4. The tenant agrees that the first three months after the date of this hearing are "probationary" months during which there must be no issues or complaints about him from the other tenants, and no further breach letters from the landlord.
5. The tenant agrees to provide the landlord's agent with the contact information for his brain injury support worker and his spiritual support person so that the landlord or his agent may contact these persons for assistance in the event of any future difficulties with the tenant.
6. If the tenant does not comply with this agreement, the landlord may serve another 1 Month Notice to End Tenancy for Cause and rely on this agreement in support of that notice.

The tenant has been cautioned that this is a "last chance" agreement and that the landlord may rely on it as evidence in the event that it is required to issue another 1 Month Notice for Cause.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 7, 2016

Residential Tenancy Branch