



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT SOCIETY
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 November 30, 2016 ("1 Month Notice"), pursuant to section 47.

The landlord's two agents, "landlord JK" and "landlord SB" (collectively "landlord"), and the tenant and the tenant's two advocates, SR and AW (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 JK confirmed that he was the tenant support worker and landlord SB confirmed that she was the program coordinator, both for the landlord company named in this application and that they both had authority to represent it as agents at this hearing. The tenant confirmed that the tenant's two advocates had authority to speak on the tenant's behalf at this hearing.

The hearing was initially commenced by a different Arbitrator at approximately 9:30 a.m. but he was unable to continue with the hearing and he advised both parties to remain on the line for me to take over the hearing. I commenced the hearing using the same teleconference calling codes at approximately 9:39 a.m. Both parties became disconnected from the original hearing with the previous Arbitrator but the landlord called back in with the same call-in codes and was present when I commenced the hearing at 9:39 a.m. The tenant did not call back in to the conference. At approximately 10:20 a.m., prior to concluding the conference and after hearing testimony from the landlord, and as a courtesy to the tenant, since the landlord said that the tenant had previously called into the original hearing, I asked the telephone operator to contact the tenant at a phone number provided by the landlord, who was aware of the tenant's whereabouts during the hearing. The operator was unsuccessful in reaching the tenant, so the landlord called one of the tenant's advocates directly and was successful in advising that the tenant should call back into the hearing. When the

tenant called back in, the tenant was surprised that the hearing had continued in the tenant's absence and believed that the hearing had already concluded. I notified the tenant that the hearing had continued with the landlord and the tenant was supposed to remain on the line as per the previous Arbitrator's instructions or call back in using the same calling codes if the tenant became disconnected from the hearing. I notified the tenant about what had occurred in the tenant's absence. At that time, both parties decided to enter into a settlement agreement in order to settle this matter. Therefore, I did not hear testimony from the tenant with respect to the merits of the tenant's claim. The hearing concluded at 11:13 a.m., after approximately 94 minutes.

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. Both parties agreed that the landlord will arrange for a fire department representative to inspect the rental unit together with the landlord, in order to advise the tenant about how to sufficiently clean his rental unit in order to comply with health and safety standards;
2. The tenant agreed to abide by the instructions from the landlord and the fire department representative and to sufficiently clean his rental unit, after the above inspection in condition #1 is completed;
3. The landlord agreed to provide the tenant with a copy of written instructions regarding sufficient cleaning from the fire department representative or the landlord following the inspection in condition #1;
4. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2017, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #2 of the above settlement. In that event, the landlord's 1 Month Notice is cancelled and of no force or effect;
 - a. The landlord agreed to provide the tenant with a written confirmation that the rental unit complies with condition #2 above, if it applies;
5. Both parties agreed that this tenancy will end pursuant to a fifteen (15) day Order of Possession, if the tenant does not abide by condition #2 of the above settlement;

6. Both parties agreed that the landlord and the fire department representative will determine, after an inspection of the tenant's rental unit, whether the tenant has complied with condition #2 above;
7. Both parties agreed that the above conditions #1, #2 and #6 must all be completed by February 15, 2017;
8. The tenant 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 affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fifteen (15) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #2, #4 or #5 of the above settlement. The tenant must be served with this Order in the event that the tenant does not abide by conditions #2, #4, or #5 of the above settlement. 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.

In the event that the tenant abides by condition #2 of the above settlement, I find that the landlord's 1 Month Notice, dated November 30, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on April 30, 2017.

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: January 13, 2017

Residential Tenancy Branch