



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the an order to cancel the one month Notice to End Tenancy dated December 30, 2016

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was served on the Tenant on by posting on December 31, 2016. I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on January 17, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated December 30, 2016?

Background and Evidence

The tenancy began on December 14, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$425 prior to the start of the tenancy.

The Notice to End Tenancy sets out the following grounds:

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant has not done required repairs of damage to the unit/site
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The landlord testified she seeks to end the tenancy because of complaints that she has received relating to the failure of the tenant to keep the rental unit sufficient clean.

The tenant testified that he is elderly and facing health issues including two recent knee surgeries. His Advocate acknowledged that the tenant failed to sufficiently clean the rental unit but submitted things are in the process of changing. In particular, the tenant retained a cleaning person who cleaned for 4 hours last Tuesday. The tenants produced a letter from a Support Service Supervisor from the Senior Services Society that it would most likely be March before they could provide housekeeping help. The Tenant testified he intends to hire a cleaning person on a weekly basis until the help from the Seniors Services Society is forthcoming.

The landlord expressed strong reservation and concerns about the cleanliness of the rental unit and the complaints she was receiving from other neighbors.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord shall withdraw the one month Notice to End Tenancy dated December 30, 2016 on a without prejudice basis.
- b. The Tenant shall permit the landlord to conduct an inspection on February 16, 2017 and February 28, 2017 at 11:00 a.m.
- c. The landlord shall be permitted to take photos and bring in a contractor during the inspection.

As a result of the settlement I ordered that the one month Notice to End Tenancy dated December 30, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. The landlord retains the right to serve a new Notice to End Tenancy if the condition of the rental unit does not meet the standard set out in the Residential Tenancy Act.

This decision is final and binding on the parties.

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.

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Dated: February 10, 2017

Residential Tenancy Branch