



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING 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 May 8, 2018 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord"), the tenant and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the tenant support manager for the landlord company named in this application and that she had permission to speak on its behalf as an agent at this hearing. The tenant confirmed that his advocate had permission to speak on his behalf at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. 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 was in 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.

Settlement Terms

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 and orders. 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 this tenancy will continue under the terms of the original tenancy agreement until it is ended in the accordance with the *Act*;
2. The landlord agreed that its 1 Month Notice, dated May 8, 2018, is cancelled and of no force or effect;
3. The tenant agreed to stop all negative behaviour towards the landlord's staff members including the custodian;
 - a. Both parties defined "negative behaviour" as threats, racial slurs, verbal abuse and physical abuse;
4. Both parties agreed to work with a neutral third party who can mediate any future problems between the parties regarding this tenancy, on the following terms;
 - a. By June 30, 2018, the tenant's advocate will notify the landlord of the name and contact information for the neutral third party selected by the tenant ("designated third party");
 - b. The landlord agreed to notify the designated third party if there are any future tenancy issues involving the tenant, after which the designated third party will speak to both the landlord and tenant regarding the issues and provide suggestions to both parties to resolve the issues;
 - c. If the issues are not resolved between the parties, the landlord is free to pursue its legal rights at the Residential Tenancy Branch and issue warning letters to the tenant regarding these issues;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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

This tenancy will continue under the terms of the original tenancy agreement until it is ended in the accordance with the *Act*.

The landlord's 1 Month Notice, dated May 8, 2018, is cancelled and of no force or effect.

I order both parties to comply with the above settlement 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: June 22, 2018

Residential Tenancy Branch