



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NELSON CARES SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC CNC, MNDC, OLC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and for the recovery of the filing fee. The tenant applied for an order to set aside the notice to end tenancy and for an order directing the landlord to comply with the *Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant's nurse and support worker attended the hearing. The landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started in April 2017. On March 19, 2019, the landlord served the tenant with a 30-day notice to end tenancy for cause. The tenant made application to dispute the notice in a timely manner. The reasons for the notice were discussed at length. During the hearing, 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 hearing, 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 on the following terms:

Both parties agreed to the following terms:

1. The tenant agreed to pay rent by providing the landlord with six postdated cheques starting from May 01, 2019.
2. The tenant agreed to abide by the terms of the behavioral addendum and the building smoking policy. The landlord will provide the tenant with hard copies of the same.
3. The tenant agreed to abide by the quiet time policy and refrain creating Noise disturbances during the period of 11:00pm to 7:00 am.
4. The landlord agreed to interact with the tenant in a professional manner.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

The tenant would be wise to ensure that he abides by the terms of this agreement. I find it timely to put the tenant on notice that, if he does not comply with the terms of this agreement and another notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy. The notice to end tenancy is set aside and the tenancy will continue.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: April 23, 2019

Residential Tenancy Branch