



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHUSHWAP HOUSING SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing dealt with the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause dated April 25, 2019 and orders for the landlord to comply with the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The landlord's agent appeared at the commencement of the hearing; however, the tenant was 11 minutes late appearing for the hearing. The tenant claimed she had difficulty connecting to the teleconference call. I had already dismissed the tenant's application by the time she connected; however, with a view to giving the tenant the benefit of the doubt with respect to problems with the teleconference call system, I accepted that she had difficulty connecting to the teleconference call due to problems beyond her control. As such, I summarized the information I had heard from the landlord thus far and proceeded to explain the hearing process to both parties.

I confirmed that the parties had exchanged their respective hearing documents and submissions upon each other. Although the parties were uncertain as to the exact date they gave/received the documents I was satisfied they were received by the other party and I admitted the documents into evidence. The landlord noted; however, that the hearing package received from the tenant was devoid of the Notice of Hearing so the landlord's agent had to contact the Residential Tenancy Branch to find out the hearing details. The tenant was adamant she sent all the documents to the landlord that she was given by the Residential Tenancy Branch. In any event, I found the landlord was able to participate in this call due to his due diligence and the hearing proceeded.

After both parties had an opportunity to be heard, the parties came to a mutual agreement with a view to continuing this tenancy at this time. By way of this decision, I have recorded the terms of the mutual agreement.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

With a view to setting aside the 1 Month Notice issued on April 25, 2019 and continuing this tenancy at this time, the parties agreed to the following terms and conditions in resolution of this dispute:

1. The 1 Month Notice dated April 25, 2019 is withdrawn and the tenancy shall continue at this time.
2. The tenant will ensure her rent is paid in full and on time from this point forward.
3. The tenant shall not yell, swear or use profane language toward the landlord's agent(s) or any other occupant of the residential property and shall not refer to the landlord by any derogatory name.
4. Any suggestions or complaints the tenant may have to give to the landlord may be provided in one of the following ways:
 - a. By mail to the landlord's service address (as it appears on the 1 Month Notice)
 - b. By leaving a letter in the drop box at the residential property; or,
 - c. By telephoning the landlord's agent on his cell phone (the tenant already has the phone number)
5. The tenant shall pick up her pets' feces immediately after she is aware her pet has defecated on the residential property and this includes ensuring she has the appropriate disposal bag and places it in the garbage.
6. The tenant shall ensure her garbage is taken to the garbage bin and not left outside of her unit or elsewhere on the residential property.
7. The tenant has been informed that the "loading zone" is for occasional use for pick up or delivery (such as pharmacy delivery or ambulances or furniture delivery) and the tenant shall ensure she or any of her guests do not park in the "no parking" zone and do not to use the "loading zone" for anything other than short term use for occasional delivery of big or heavy items such as furniture. Routine delivery of groceries by the tenant or her guest shall be accomplished by parking in the tenant's assigned parking space.

The tenant had submitted as part of her submissions that the landlord is only available to pick up rent payments for ½ an hour and that she has been told the “suggestion box” is not secure and not for paying rent. I explored this matter further with the landlord.

The landlord stated that he typically attends the residential property to collect rent on the last Thursday of every month and then returns to the property on the first day of the month to collect rent from those who did not pay on the last Thursday. The landlord’s agent states that he posts notices at the property several days in advance of the first to advise tenants the time he will be at the property on the first; and, that if tenants are unavailable for that time they may call him to request he return to the property at another time.

I read aloud the notice the tenant had provided as evidence. The notice indicates the landlord would be at the property between 5:00 and 5:30 p.m. on May 1, 2019 to collect rent and there is no indication that a tenant may call the landlord’s agent to request he attend the property at another time. I found the ½ time slot to be rather restrictive and I suggested to the landlord’s agent that he add a statement to future notices that indicate a tenant may request an alternative time by telephoning the landlord’s agent and the landlord’s agent’s phone number be provided on the notice. The landlord’s agent was agreeable to the suggestion.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order of mine to be binding upon both parties. The terms become effective on the date of this decision.

If the tenant violates any of the terms of the mutual agreement, which are also orders from me, a delegate of the Director, the tenancy may be ended for failure to comply with an order of the Director as provided under section 47(1)(l) of the Act.

In addition to the orders to the tenant, I further order the landlord to provide additional information on notices he posts for payment of rent so that tenants are informed that

they may telephone him to set up an alternative time to pay rent on the first day of the month and include the landlord's phone number on the notice.

Conclusion

The 1 Month Notice has been withdrawn by mutual consent and the tenancy continues at this time subject to terms agreed upon by the parties and orders I have issued to both parties in this decision.

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 18, 2019

Residential Tenancy Branch