



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated May 31, 2019.
- b. An order to recover the cost of the filing fee.

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 one month Notice to End Tenancy was served on the Tenant on May 31, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on landlord on June 13, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated May 31, 2019?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began approximately 5 years ago. The present rent is \$425 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$225 at the start of the tenancy. The rental unit is a SRO and the tenant shares the bathroom with others.

The tenant suffers from a disability. The landlord served the Notice to End Tenancy on the basis that the landlord alleges the tenant has failed to properly maintain his rental property. The family has assisted the tenant with cleaning the rental unit to an acceptable state.

Settlement:

Rather than proceed with litigation the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord withdraws the one month Notice to End Tenancy on a without prejudice basis.
- b. The family shall inspect the tenant's rental unit regularly every two weeks and shall assist the tenant in cleaning to an acceptable standard if necessary.
- c. The tenant shall follow the bedbug protocol established by the landlord including but not limited to:
 - Allowing the landlord to inspect for bedbugs and to treat the rental unit if necessary.
 - The landlord has provided the tenant with bedding. The tenant shall provide the landlord with his bedding in a clear plastic bag for cleaning (presently every Friday) and shall put the bedding back on his bed when it is returned by the landlord.
 - The tenant shall use the bedding provided by the landlord.
- d. The tenant shall bath on a regular basis (at least once a week) and shall wash his clothes regularly.

Analysis:

As a result of the settlement I ordered that the Notice to End Tenancy be cancelled on a without prejudice basis as it was withdrawn with the consent of both parties. I dismissed the claim to recover the cost of the filing fee as the Tenant failure to properly maintain the rental lead to the issuance of the one month Notice to End Tenancy.

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.

Dated: August 06, 2019

Residential Tenancy Branch