



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 CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. As the tenant confirmed that they received the 1 Month Notice posted on their door by the landlord on September 30, 2019, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on October 9, 2019, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

At the commencement of the hearing and with the agreement of the parties, I revised the spelling of the tenant's second name to the correct version appearing above.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

Although the tenant entered into a tenancy agreement with the landlord for subsidized housing in January 2014, the current Residential Tenancy Agreement (the Agreement) between the parties for the tenant's present rental unit began in January 2016. The tenant's portion of the current rent for this rental unit is set at \$595.00, payable in advance by the first of each month. This amount includes heat but not hydro.

The parties entered into written evidence a copy of the landlord's 1 Month Notice, which called for an end to this tenancy by November 30, 2019, for the following reasons cited on that Notice;

Tenant or a person permitted on the property by the tenant has:

- *put the landlord's property at significant risk.*

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 maintained that they have attempted over a lengthy period of time to ensure that the tenant is living in a safe environment. Despite these attempts, the landlord alleged that the tenant continues to live in an excessively cluttered rental unit, which constitutes an ongoing fire and safety hazard. The landlord provided considerable written and photographic evidence to support their assertion that there has been a lengthy history of interaction between the parties, much of which has involved attempts by the landlord to have the tenant maintain adequate levels of cleanliness and safety in their rental unit.

The tenant provided written and photographic evidence in support of their assertion that progress has been made on keeping the rental unit in an acceptable condition and that the timing of the inspections conducted by the landlord's representatives has not led to an accurate assessment of the typical condition of the rental unit on an ongoing basis.

Analysis

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 or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord agreed to withdraw the existing 1 Month Notice.
2. Both parties agreed to enter into a new fixed term tenancy agreement for a six-month term.
3. Both parties agreed that their new fixed term tenancy agreement will contain provisions requiring the tenant to obtain ongoing assistance from the HPP Program of the community services agency where the tenant's advocate is employed in order to provide the tenant with support and to ensure that the tenant adheres to the cleanliness and safety provisions contained in their new tenancy agreement.
4. Both parties agreed that their new tenancy agreement will contain specific requirements and standards that must be maintained by the tenant.
5. Both parties agreed to meet before December 1, 2019 to finalize the terms of their new fixed term tenancy agreement and to sign that agreement, which is to commence on December 1, 2019. The tenant agreed to be accompanied at that meeting with their advocate who attended this hearing.
6. Both parties agreed that future monthly inspections will be undertaken after 11:00 a.m. and after the landlord provides the tenant with at least 24 hours notice.
7. Both parties agreed to review the terms of their agreement shortly before the expiration of the six-month term of their new fixed term tenancy agreement.
8. Both parties agreed that this agreement does not prevent the landlord from issuing new notices to end tenancy if there is a valid reason to do so.
9. Both parties understood that this settlement agreement constituted a final and binding resolution of the tenant's application and the issues currently in dispute and they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I hereby set aside the existing 1 Month Notice, which is no longer of any continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

To implement the settlement agreement reached between the parties, I order the parties to enter into a six-month fixed term Residential Tenancy Agreement that is to commence on December 1, 2019, and which is to include the provisions outlined above.

I also order the landlord to arrange for all future inspections of the rental unit after 11:00 a.m.

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: November 08, 2019

Residential Tenancy Branch