



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **CNC OLC RP RR**

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 62;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to carry out repairs pursuant to section 32;

The tenant attended with her advocate SW (“the tenant”). The landlord’s authorized agents JL and VC attended (“the landlord”). Each party acknowledged receipt of the other parties’ materials.

The hearing process was explained and each party had an opportunity to ask questions. The hearing lasted 86 minutes.

The tenant applied for various remedies under the *Act*.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the issues before me at the start of the hearing, I determined that the most pressing and related issues dealt with whether the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all the grounds on the tenant's application except for the following:

- Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

The landlord cancelled the One Month Notice subject to the following terms and conditions and the parties agreed that the tenancy that began May 1, 2014 shall continue subject to the following:

1. As communication between the parties has been problematic, the tenant acknowledged that she has caused damage to the landlord's property resulting in warnings and the issuance of the Notice and the tenant acknowledged she has a substance abuse problem for which she is seeking treatment, the parties agreed that for a period of six months the landlord and the tenant will meet bi-weekly; the landlord will assign a Community Support worker to meet with the tenant to co-operatively discuss tenancy issues and concerns, to determine solutions, and to monitor outcomes with an object of harmonious relations.
2. By this means, the parties agreed in good faith to resolve outstanding issues regarding the tenancy and work toward mutually acceptable solutions.

3. The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

### Conclusion

Subject to the above settlement, the One Month Notice to End Tenancy is dismissed without leave to reapply.

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: December 12, 2019

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Residential Tenancy Branch