



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNQ

Introduction

This hearing dealt with an application by the tenant for an order to set aside a two month notice to end tenancy because the tenant does not qualify for subsidized housing. 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 was represented by her advocates and an agent. The corporate landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The landlord stated that her evidence was included in the notice of hearing package which was received by the tenant. 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*.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started in September 2006. The market or economic rent for the tenant's rental unit is \$1,000.00 and with subsidies provided by the landlord, the tenant's payable rent is about \$475.00. The landlord requires that all subsidized tenancies annually complete an application for a review of their income to ensure that they continue to qualify for subsidized rent.

Despite several written requests the tenant failed to provide adequate information regarding her income. On November 07, 2019, the landlord served the tenant with a two month notice to end tenancy. 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:

1. The tenant agreed to provide documentation to support payment made for her multiple trips out of the country.
2. The tenant agreed to provide information about expenses incurred while vacationing out of the country which would include hotel, food, transportation etc. by providing copies of credit card statements, bank statements etc.
3. The tenant agreed to provide proof of payment of phone and cable bills for the months of November 2017, February 2018, April 2018 and June 2018. The tenant agreed to provide proof of the source of income used to cover these bills.
4. The tenant agreed to provide this information by February 29, 2020.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to ensure that the requested information is provided to the landlord in a manner that allows the landlord to carry out an audit. I find it timely to put the tenant on notice that, if she 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.

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.

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: January 23, 2020

Residential Tenancy Branch