



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") to dispute the Landlord's One Month Notice to End Tenancy for Cause (the "One-Month Notice"). The matter proceeded to a hearing pursuant to s. 74(2) of the *Act*.

The Landlord and the Tenant attended the hearing, and each had the full opportunity to be heard in this matter. The Tenant confirmed they received the prepared evidence of the Landlord in this matter, and did not prepare evidence of their own.

Settlement

The *Act* s. 63 allows the Arbitrator in a hearing to assist the parties to settle their dispute and this settlement may be recorded in the form of a decision and orders.

During the hearing, the Landlord drew attention to their letter to the Tenant dated May 6, 2022, served on May 9, 2022. The Tenant stated they were familiar with this letter. The Tenant added that the health authority contacted them on the weekday prior to the hearing.

The substance of the letter forms the settlement of all issues under dispute via the One-Month Notice:

1. The Tenant has a two-month trial period in which they will take action to ensure their unit meets all acceptable standards for cleanliness.
2. Failure to do so after two months will result in an end of the tenancy.
3. The Tenant shall obtain regular cleaning services to maintain the unit.

4. If community health resources are made available, the Tenant must take advantage of these services.
5. If the Tenant reaches an acceptable standard before the two-month period is complete, they understand and agree that if the condition returns to an unacceptable state, they will again be considered in breach of the tenancy agreement.

In the hearing the Tenant stated their full commitment to this plan. They added that the community health resource contacted them on the weekday prior to the hearing, and they are aware of the Tenant's situation.

In the hearing the Landlord agreed that the current One-Month Notice, issued on January 31, 2022 is cancelled, and the tenancy will continue. I so order the One-Month Notice cancelled in line with the parties' agreement going forward.

I find that both parties in the hearing stated that they understood and agreed to the above terms. I find that both parties understand that the above terms are final with respect to this tenancy, and all aspects of this dispute are settled.

Conclusion

The Landlord's One-Month Notice issued on January 31, 2022 is cancelled, and of no force or effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 18, 2022

Residential Tenancy Branch