



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Langley Lions housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant under the *Residential Tenancy Act* (the Act) on July 19, 2022, seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice).

The hearing was convened by telephone conference call at 11:00 A.M. (Pacific Time) on December 12, 2022, and was attended by the Tenant, the Tenant's Advocate (the Advocate), the Tenant's sibling and Two agents for the Landlord (Agents). All testimony provided was affirmed. The parties and their agent(s) were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The parties were advised that pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure, and confirmed that they were not recording the proceedings.

The Rules of Procedure state that the respondent(s) must be served with a copy of the Application and the Notice of Hearing. As the Agents acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) package, which includes the

Application and the Notice of Hearing, and raised no concerns with regards to the date or method of service, I therefore find that the Landlord was sufficiently served for the purposes of the Act and the Rules of Procedure. The hearing therefore proceeded as scheduled.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses provided in the hearing.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the One Month Notice has no force or effect.
2. The parties agree that the Tenant will maintain the rental unit at or above its current state of cleanliness and tidiness moving forward as a material term of the tenancy agreement.
3. The parties agree that the Landlord or their agents may inspect the rental unit, upon proper provision of notice of entry in compliance with section 29 of the Act, once a month for the next 6 months, once every two months for the following 6 months, and then on an as-needed basis thereafter to ensure the suite stays in compliance with the required level of cleanliness and tidiness.
4. The parties agree that if the Tenant fails to maintain the rental unit at or above its current state of cleanliness and tidiness, they shall be given two weeks notice to remedy the situation, and that any such notice should comply with the requirements for a breach letter set out in Residential tenancy Policy Guideline #8. If the state of the rental unit is not brought into compliance, the Tenant shall be considered to have breached a material term of the tenancy agreement for the purposes of section 47 of the Act.
5. The Tenant agrees to allow access to the rental unit for the purpose of inspections and repairs and to ensure that any areas of the rental unit necessary for repairs to be completed are reasonably clean and accessible. To facilitate this, the Landlord and their agents shall give as much notice as possible to the

Tenant about the need for repairs, the areas to be accessible, and the time of any entry necessary for the completion of repairs or maintenance.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the mutually settled agreement described above.

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, 2022

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Residential Tenancy Branch