



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **SETTLEMENT DECISION**

Dispute Codes      CNC-MT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on November 22, 2022. The Tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause dated October 27, 2022 (the One Month Notice) and for more time to dispute it, pursuant to the Residential Tenancy Act (the Act).

The Tenant attended the hearing and was assisted by DD, an advocate. The Landlord was represented at the hearing by JH and JK, agents. The Tenant, JH, and JK provided a solemn affirmation at the beginning of the hearing.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised that there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my decision.

The parties agreed to settle this matter as follows:

1. The Tenant agrees to thoroughly clean the rental unit by February 28, 2023. Cleaning will include but is not limited to removing and disposing of garbage in the rental unit, removing personal belongings from the floor and countertops, and cleaning all surfaces.
2. The Landlord agrees to provide the Tenant with cleaning supplies to complete the cleaning.

3. The Tenant agrees he will not prevent entry to the rental unit for routine inspections or pest control treatments. Entry to the rental unit must be made in accordance with section 29 of the Act.
4. The Tenant agrees he will prepare the rental unit for pest control treatments by washing and bagging clothing, and moving furniture away from walls. The Tenant will also prepare the rental unit for pest control treatments by following guidance provided by the Landlord or pest control company.
5. The Tenant agrees he will not sleep outside the rental unit.
6. The Tenant agrees he will engage with the Landlord to address any issues that arise, preferably with an advocate present.
7. The Tenant agrees he will not direct insults or racial slurs towards security and other staff.
8. The Tenant acknowledges that he has no expectation of privacy or quiet in common areas of the rental property.
9. The Landlord agrees to withdraw the One Month Notice.

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 settlement agreement set out 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: February 21, 2023

---

Residential Tenancy Branch