



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ARNO HOTEL  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began in August 2008. Due to the repeated refusal by the tenant to permit the landlord to treat the rental unit for bed bugs, on April 30, 2013, the landlord served the tenant with a notice to end tenancy for cause.

During the hearing the reasons for the notice were discussed at length. During this discussion, the landlord agreed to give the tenant one more chance to comply. 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 dispute resolution proceedings, 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.

Both parties agreed to the following terms:

1. The tenant agreed to allow the landlord to carry out a bed bug treatment of his rental unit on June 14, 2013 at 11:00 hours.
2. The tenant agreed to carry out all the preparation required to ensure that the treatment will be successful.
3. The landlord agreed to allow the tenancy to continue if the tenant complied with the above terms.
4. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to strictly abide by the above terms of this agreement. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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: May 31, 2013

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Residential Tenancy Branch