



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to deal with a tenant's request to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties indicated a willingness to resolve this dispute by way of mutual agreement. I have recorded the terms of the mutual agreement by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms:

1. The landlord shall schedule necessary treatments for bed bugs with their pest control company and notify the tenant, in writing, of the days and times scheduled for:
 - a. The pre-treatment inspection of the unit;
 - b. The preparation work required to be done by the landlord (ie: removal of baseboards, etc.)
 - c. The bed bug spraying and/or treatments.
2. The landlord shall provide the tenant with a covered and lockable trailer for storage purposes a reasonable period of time prior to the first scheduled treatment and until the last treatment is concluded.
3. The landlord shall provide the tenant with mattress/box spring covers upon request of the tenant.

4. The tenant shall ensure she fulfills the tasks necessary for preparing the rental unit and her possessions (as applicable) for bed bug treatments, as provided in the instruction sheets already provided to her, by the date identified by the landlord as the date for the pre-treatment inspection, and in no event later than the date identified by the landlord as the date for the landlord's preparation work.
5. Should the tenant fulfill the above term the tenancy shall continue.
6. Should the tenant fail to fulfill term no. 4 the landlord is at liberty to treat this tenancy at an end and serve the tenant with the Order of Possession provided to the landlord with this decision.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement I provide the landlord with an Order of Possession that may be served upon the tenant only in the event the tenant fails to fulfill term no. 4 of the mutual agreement. The Order of Possession shall be effective two (2) days after it is served upon the tenant.

Conclusion

The parties resolved their dispute by way of a mutual agreement that I have recorded in this decision. The landlord has been provided an Order of possession that the landlord may serve and enforce if the tenant fails to fulfill the term no. 4 of the mutual agreement.

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: September 12, 2013

Residential Tenancy Branch

