



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC; RP; FF

Introduction

This Hearing dealt with the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Cause; for an Order that the Landlord make repairs to the rental unit; and to recover the cost of the filing fee from the Landlord.

At the outset of the Hearing on December 11, 2013, the Tenant applied to withdraw her application for an Order that the Landlord make repairs, and that portion of her application was severed.

The Hearing was conducted via teleconference and was attended by both parties, who gave affirmed testimony. On December 11, 2013, the teleconference lasted 50 minutes. The Landlord alleged that the Tenant is not cooperating with attempts to rid the rental unit of bedbugs. The Tenant submitted that she is cooperating fully and is now prepared for fumigation, but that the Landlord's instructions were contradictory.

The matter was adjourned to give the parties an opportunity to negotiate a settlement agreement.

Settlement Agreement

The matter was reconvened on December 17, 2013. During the course of the reconvened Hearing, the parties reached a settlement agreement. Pursuant to the provisions of Section 63 of the Act and at the request of the parties, I have hereby recorded the terms of the settlement.

1. The parties reached a mutual agreement that the tenancy would continue.
2. The Tenant will wrap her computer chair in plastic and remove it from the common area and store it outside on her balcony by December 19, 2013. The Tenant will arrange for its removal from the rental property as soon as possible, taking great care not to tear the protective plastic wrap around the chair.

3. The Tenant will secure the plastic totes containing her belongings with coloured duct tape and then shrink wrap the totes. The sealed totes will be stored, unsealed, for a period of one year.
4. The Tenant will use the services of a professional cleaner every two weeks.
5. In accordance with the provisions of Section 29 of the Act, the Landlord will provide the Tenant with 24 hour written notice of monthly inspections of the rental unit which will take place for one full year.
6. The Tenant will immediately report, in writing, any signs of pests in the rental unit to the Landlord.

Conclusion

The parties reached a settlement agreement, the terms of which are set out above.

The Notice to End Tenancy for Cause served on October 20, 2013, is cancelled.

I make no order with respect to recovery of the filing fee.

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: January 03, 2014

Residential Tenancy Branch

