



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amacon Property Management Services Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant attended the hearing and he was represented by his advocates and mental health workers. The landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy issued on November 29, 2013 be cancelled?

Background and Evidence

The rental unit is an apartment in Richmond. The tenancy began in 2000. The landlord served the tenant with a one month Notice to End Tenancy for cause on November 29, 2013. The Notice was issued because the landlord alleges that there is a bedbug infestation in the rental unit caused by the tenant; the tenant has not cooperated with the treatment process and has thereby put the landlord's property at risk.

During the hearing the parties stated their willingness to take part in a settlement discussion with a view to arriving at a plan for treating the bedbug problem and allowing the tenancy to continue. As a result of discussions between the landlord's representative and the tenant and his representatives, the parties arrived at the following agreement which they requested that I set out in the form of a decision that will be binding upon the parties.

The parties have agreed that the tenant, with the assistance of his representatives will prepare the rental unit and schedule an initial pest spray treatment to be performed on or before February 23, 2013. The landlord will pay for the initial spray treatment, however there is an expectation that the tenant will make a contribution to the treatment

cost and there is an expectation that the parties will cooperate in arranging such further treatments as may be necessary.

The parties agreed that if the tenant fails to prepare the rental unit for treatment and does not have the rental unit treated by February 23, 2014 as agreed, then the tenant agrees that he will move out of the rental unit by March 31, 2014 and deliver vacant possession of the unit to the landlord by March 31, 2014. If the rental unit is not treated by February 23, 2014 the landlord will be at liberty to apply for an order for possession effective March 31, 2014.

The agreement set out above forms the decision in this matter. This decision may be referred to and enforced if necessary by means of a further application for dispute resolution.

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 23, 2014

Residential Tenancy Branch

