



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by Tenants to cancel a notice to end tenancy for cause and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement.

An agent for the Landlord and one of the Tenants appeared for the hearing and provided affirmed testimony. The Landlord’s agent confirmed receipt of the Tenant’s Application. The Tenant denied receipt of the Landlord’s documentary evidence which the Landlord’s agent confirmed had been personally served to the Tenant and posted on the rental unit door.

The Landlord’s agent confirmed that the evidence related to the notice to end tenancy for cause. However, both parties submitted that in the interim time period of the notice to end tenancy being issued to the Tenant, the parties had agreed to mutually end the tenancy on May 31, 2015. Therefore, the parties agreed that the notice to end tenancy was now a moot point and did not require any legal findings to be made on this matter. As a result, I dismissed this portion of the Tenants’ Application and did not consider the Landlord’s evidence for the notice to end tenancy.

The hearing continued to hear the Tenants’ Application for monetary compensation as a result of bed bug inspections and treatments the Landlord had carried out since March 2015. The Tenant relied on her oral evidence to support her monetary claim. The Landlord’s agent submitted that they had already provided sufficient compensation to the Tenant as a result of duty which they had to carry out as required by the Act. The Landlord’s agent submitted that the Tenant provided no evidence to verify the losses she was claiming in her Application.

After the parties had presented their evidence, I offered the parties an opportunity to settle the matter through mutual resolution. The parties discussed the issues between

them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

Analysis

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to 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.

The Landlord's agent confirmed that she was in a position to act on and make decisions on behalf of the Landlord. As a result, the Landlord's agent agreed to pay the Tenants **\$50.00** in monetary compensation for laundry and medical costs as a result of the bed bug treatments. This amount must be paid by the Landlord to the Tenant appearing for this hearing by May 14, 2015.

The Tenants are issued with a Monetary Order for this amount which is enforceable in the British Columbia Small Claims Court as an order of that court **if** the Landlord fails to make this payment.

Conclusion

The Tenant's Application to cancel the notice is dismissed because the tenancy is ending through mutual agreement. The Landlord agreed to pay the Tenant \$50.00 in full satisfaction of the Tenants' monetary claim. This file is now closed.

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 13, 2015

Residential Tenancy Branch

