



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOMBARDY PARK APARTMENTS PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNC FF
For the landlord: ET FF

Introduction

This hearing was convened as a result of the cross applications of the parties under the *Residential Tenancy Act* (the “Act”).

The landlord applied to end the tenancy early and obtain an order of possession, and to recover the cost of the filing fee. The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated November 28, 2015, and to recover the cost of the filing fee.

Two agents for the landlord (the “agents”), the tenant, a tenant advocate, the daughter of the tenant, and an occupational therapist for the tenant attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Settlement Agreement

During the hearing, the parties agreed to settle these matters regarding their respective applications, on the following conditions:

1. The tenants agree to fully clean and bring the rental unit back to the condition it was at the start of the tenancy, less reasonable wear and tear, by **March 29, 2016.**

2. The tenant agrees to remove all insects, bugs and any other rodents of any kind, to be removed from the rental unit with cleaning to address the current smell inside the rental unit, and to hire a professional exterminating company to exterminate any insects, bugs or rodents by **February 21, 2016 at 1:00 p.m.**
3. The tenant will remove all excess plants, garbage and excess food items by **February 12, 2016 by 11:00 a.m.**
4. The landlord will attend the rental unit for the purposes of an inspection on **February 12, 2016 at noon** to ensure compliance with #3 above.
5. The landlord is granted a conditional order of possession effective **two (2) days** after service on the tenant which will be of no force of effect if the tenant complies with #1, #2 and #3 above to a reasonable standard determined by the landlord.
6. The tenant agrees not to use the stove as storage and agrees not to place any combustible items in the stove for the remainder of the tenancy.
7. The tenant can expect a minimum of monthly inspections of the rental unit and the landlord will schedule the inspections in accordance with section 29 of the *Act*.
8. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.
9. The tenant agrees to seek assistance to address any concerns that have caused the current condition of the rental unit.
10. The tenant agrees to have a professional cleaner clean the rental unit monthly and provide a receipt to the landlord, if requested.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant which will be of no force of effect if the tenant complies with #1, #2 and #3 above to a reasonable standard determined by the landlord. Should the landlord require enforcement of the order of possession, the landlord must first serve the order of possession on the tenant and the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 5, 2016

Residential Tenancy Branch

