



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL CITY LEGION HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes: CNC

Introduction

This hearing was convened in response to an application by the tenant disputing a Notice to End Tenancy for Cause dated May 18, 2016. Both parties attended the hearing.

During the course of the hearing the parties discussed their dispute and turning their minds to compromise each confirmed they agreed to settle the issues in dispute, and that I record their settlement as follows.

Section 63 of the *Residential Tenancy Act (the Act)* provides that if the parties settle their dispute during a hearing the Director may record the settlement in the form of a Decision or/and an Order.

Pursuant to the above provision, the parties agreed as follows;

1. The tenant and landlord agree that **the tenant will significantly and severely reduce the clutter and reduce the amount of possessions within the rental unit, as well as significantly clean the rental unit** so as to enable the landlord and their pest control contractor(s) to effectively inspect, assess and, if necessary, treat the rental unit for pests.
2. The tenant and landlord agree **the tenant will conduct the above by no later than July 15, 2016.**

3. The tenant and landlord agree **the landlord will arrange for their pest control contractor to attend the rental unit on July 15, 2016** to inspect the rental unit.
4. The tenant and landlord agree that if on July 15, 2016 the pest control contractor determines the rental unit is insufficiently clean or insufficiently de-cluttered to allow an adequate inspection by them **the tenant agrees to follow the pest control contractor's written instructions or written requirements** which will then enable them to perform an adequate inspection. The tenant and landlord both agree that in such an event **the tenant will then have 5 days** to comply with the pest control contractor's stated / written requirements and **the landlord will arrange a follow up inspection and/or treatment** by their contractor.
5. The tenant and landlord agree that **if the tenant does not fulfill their responsibilities under this agreement the landlord will serve the tenant with an Order of Possession** and the tenancy will end in accordance with the Order.

I Order that if the Order of Possession is not served upon the tenant by July 31, 2016 it becomes null and of no effect.

Conclusion

To perfect this agreement **I grant an Order of Possession** to the landlord **effective July 31, 2016**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision and Settlement is final and binding on both parties.

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: June 29, 2016

Residential Tenancy Branch