



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 465460 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenants' agent (the tenants) stated that the landlord was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on August 6, 2016. The landlord's agent (the landlord) confirmed receipt of the tenants' notice of hearing package and the submitted documentary evidence as claimed. The landlord stated that the tenants were served with the landlord's submitted documentary evidence in person on September 13, 2016. The tenants confirmed receipt of the landlord's documentary evidence as claimed. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied pursuant to section 88 and 89 of the Act that both parties have been properly served.

During the hearing the tenants' agent requested that all contact regarding this tenancy be directed to him. As such, the tenants' mailing address shall be updated to reflect the tenants' agent's mailing address.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 15, 2011 on a fixed term tenancy ending on June 14, 2012 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated June 14, 2011. The monthly rent was \$1,100.00 payable on the 1st day of each month and a security deposit of \$550.00 was paid on June 14, 2011.

On July 28, 2016, the landlord served the tenant with the 1 Month Notice dated July 26, 2016. The 1 Month Notice sets out an effective end of tenancy date of September 1, 2016 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk; or
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord provided affirmed testimony that there have been multiple bedbug infestations requiring treatment, containment and eradication which is isolated to the rental unit since February 2015. The landlord claims that the tenants have repeatedly failed to properly prepare the rental unit for the treatment of bedbugs.

The tenants dispute this claim stating that all reasonable efforts have been made to comply with the landlord's requests.

Analysis and Conclusion

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

- 1) The landlord agrees to cancel the 1 Month Notice dated July 26, 2016.
- 2) The tenants agree to withdraw the application for dispute to cancel the 1 Month Notice dated July 26, 2016.

- 3) Both parties agreed to schedule an inspection in the company of the landlord's pest control technician. Upon inspection the pest control technician shall provide a detailed list to both parties for the tenants to properly prepare the rental unit for a successful bedbug treatment. The tenants will comply with the detailed list within 45 days of receiving the list. If the tenants fail to properly prepare the rental unit for a successful bedbug treatment as per the detailed list, the landlord is at liberty to make an application for an order of possession as the tenants have failed to comply with this agreement.

The above particulars comprise full and final settlement of all aspects of the dispute arising from these applications for 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: September 23, 2016

Residential Tenancy Branch