



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC (Landlord's Application)
CNC, ERP, FF, LAT, LRE, O, OLC, PSF (Tenant's Application)

Introduction

This hearing convened as a result of cross applications.

Both parties appeared at the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

Preliminary Matter

At the outset of the hearing the Landlord, R.R., confirmed the spelling of their name. Pursuant to section 64(3)(c) of the *Residential Tenancy Act* I amend the Tenant's Application to accurately note the second Landlord's name, as well as amending the Landlord's Application to include the second Landlord's name.

Settlement

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

1. The tenancy shall end at 1:00 p.m. on January 31, 2017.

2. The Landlords shall be entitled to an Order of Possession effective 1:00 p.m. on January 31, 2017. This Order shall be served on the Tenant and may be filed and enforced in the B.C. Supreme Court.
3. Should the Tenant have difficulty securing alternate accommodation by January 31, 2017 she shall give the Landlords 30 days-notice of her request to remain in the rental unit beyond January 31, 2017. If the Landlords are agreeable to her request, they shall confirm their agreement in writing and the Landlords shall not take any steps to enforce the Order of Possession.
4. Should the Tenant be able to secure alternate accommodation prior to January 31, 2017 she shall be permitted to end the tenancy earlier than that date, but shall be responsible for paying the rent for any month in which she occupies the rental unit, unless the Landlords are able to re-rent the rental unit, in which case the Tenant shall pay for any days in which the rental unit is vacant. In this case, the Landlords shall make their best efforts to re-rent the rental unit.
5. By no later than, November 22, 2016, the Landlords shall hire the services of a professional pest control company to attend the rental unit for the purposes of addressing the rat and or mice infestation. The Landlords shall ensure that the pest control company addresses the points of entry, sets traps or bait as required, and provides the parties with specific detailed instruction on how they can prevent a reoccurrence.
 - a. Should the Tenant fail to cooperate with the pest control company's efforts to address the pest infestation, or fail to follow their instruction regarding steps the Tenant is to take to prevent a reoccurrence, the Landlord may issue a further Notice to End Tenancy for Cause, and may, if required, seek an early end to the tenancy pursuant to section 56(1).
 - b. Should the Landlord fail to hire the professional pest control company within 2 weeks of the date of this Decision, or fail to follow the pest control company's instruction regarding steps the Landlord is to take to prevent a reoccurrence, the Tenant shall be at liberty to apply for an Order that the Landlord comply with this my Decision, as well as an Order that the Tenant be permitted to reduce her rent.
6. By no later than November 22, 2016 the Landlords shall have a professional furnace repair company attend the rental unit to address the issues with the furnace pilot light and to clean the filter as well as to attend to any required

repairs. The Landlords shall ensure the Tenant is provided a copy of the receipt for payment of this service call as well as any recommendations made by the furnace repair company.

7. The Landlords shall, at all times, comply with the *Residential Tenancy Act*, as it relates to their right to enter the rental unit.
8. The Landlords shall provide to the Tenant a receipt for rent payments made in cash within 24 hours of such payment being made and the receipt shall clearly indicate the date the payment was *made*.
9. The balance of the relief sought by Tenant on her Application for Dispute Resolution is dismissed with leave to reapply.

Conclusion

The parties resolved matters by mutual agreement. The terms of the parties agreement are recorded in this my Decision and Order of Possession.

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: November 08, 2016

Residential Tenancy Branch