



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was convened based on the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated January 19, 2017 with an effective date of February 28, 2017 (the "1 Month Notice").

Both the tenant and the landlord attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact with respect to the allegations relied upon by the landlord in the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws the application to dispute the landlord's 1 Month Notice.
3. The tenancy will continue until 1:00 pm on March 31, 2017 on the following conditions:
 - a. The tenant will pay March rent by the end of day on March 2, 2017.

- b. At the landlord's request, the tenant will promptly cooperate with the landlord and with a pest control company to allow access to and treatment of bedbugs in the rental unit including by:
 - i. disposing of all furniture, appliances, clothing, bedding, and any other items that may contain bedbugs by moving them over the balcony rather than through the common hallway; and
 - ii. preparing the rental unit for treatment exactly as directed by the pest control company's guidelines.

Conclusion

This matter has been settled.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy early or apply for monetary compensation or other orders under the Act.

In support of the settlement and with the consent of the parties I grant the landlord an order of possession, effective at 1:00 pm on March 31, 2017.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 02, 2017

Residential Tenancy Branch