



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes: CNC

## Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated December 30, 2017.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was served on the Tenant by posting on December 30, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by posting on January 14, 2018. With respect to each of the applicant's claims I find as follows:

## Issue to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated December 30, 2017?

## Background and Evidence:

The tenancy began in October 1998. The present rent is \$592 per month payable in advance. The tenant paid a security deposit but the parties were unable to determine how much was paid.

## Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Act as follows:

- a. The parties mutually agree to end the tenancy on May 31, 2018.
- b. The parties request that the arbitrator issue an Order of Possession for May 31, 2018.

- c. The parties acknowledge the tenant retains the right to end the tenancy earlier than May 31, 2018 up the giving of one clear month written notice in accordance with the Residential Tenancy Act to be effective at the end of the ensuing rental payment period.
- d. The parties tentatively agree the landlord shall retain the services of a pest control company to treat the rental unit for bedbugs on May 15, 2018 provided the Tenant has prepared the rental unit in accordance with the instructions of the pest control company. The tenant retains the right to cancel this treatment upon giving the landlord one week notice and the treatment will not proceed.

**As a result of the settlement I granted an Order of Possession effective May 31, 2018.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on the 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: March 08, 2018

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Residential Tenancy Branch