



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

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

- to cancel the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) dated January 09, 2019, pursuant to section 47 of the Act

All parties identified on the first page of this decision attended the hearing. During the hearing, the parties expressed an interest in, and were successful in, resolving this dispute by mutual agreement.

### Settlement

Pursuant to section 63 of the *Act*, an Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Given the agreement reached between the parties during the proceeding, I find that the parties have settled their dispute and the following records this settlement as a decision. Both parties mutually agreed to the following final and binding settlement terms of all issues currently under dispute at this time:

1. The tenant agrees to complete the following tasks to prepare the rental unit for bed bug treatment:

- a. Remove all items within six (6) inches from the baseboards, such that the area within six (6) inches of all baseboards within the rental unit is clear and accessible.
  - b. Wash all washable items, such as clothing and bedding, and then dry the items on a high heat setting in the dryer. Following this, the items are to be placed and sealed in plastic bagging, and may be placed in the centre of the living room. If the landlord determines that the items placed in bags in the centre of the living room limits access, the tenant agrees that the items must be stored outside of the rental unit such time that the bed bug treatment has concluded.
  - c. Remove all items and contents located on (and in) any nightstands, dressers, closets, and side tables
  - d. Sweep and mop all floor areas. Vacuum all carpeted areas.
  - e. If the rental unit has been vacuumed, all disposable vacuum bags must be sealed and disposed of outside of the rental unit in a waste bin designated by the landlord.
  - f. Remove all paintings and pictures from the walls. Any materials/objects affixed to, or hanging from, the walls of the rental unit must be removed.
  - g. All of the tasks listed as "a" through "f" above must be completed by March 07, 2019
  - h. Once all of the tasks listed as "a" through "f" are completed by March 07, 2019, the tenant must maintain the rental unit in this condition (such that it is deemed prepared for bed bug remediation treatment by the landlord) for the period of March 07, 2019 to March 21, 2019.
2. Since the tenant has agreed to prepare the rental unit for bed bug treatment, the landlord agrees to cancel and set aside the One Month Notice dated January 09, 2019, rendering it of no force and effect. By doing so, the landlord acknowledges that it relinquishes any ability to take any further action, based on the One Month Notice dated January 09, 2019.
3. The parties agree that the landlord will be granted an Order of Possession, which will be effective two days after service of the Order on the tenant. The parties agree that the Order of Possession is conditional, such that the landlord may only serve the the Order of Possession if the tenant fails to adhere to the requirement of preparing and maintaining the rental unit for bed bug treatment in accordance with all of the terms set out in item #1 above.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement.

The above particulars comprise the full and final settlement of all aspects of this dispute for both parties arising from the tenancy related to the rental unit identified on the first page of this decision. All parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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

### Conclusion

The landlord's One Month Notice dated January 09, 2019 is cancelled and set aside, rendering it of no force and effect.

Pursuant to the mutual agreement to end this tenancy, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. The parties agree that the Order of Possession is conditional and must be served to the tenant **only if the tenant fails to adhere to the terms of the mutual agreement outlined above.**

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: February 28, 2019

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Residential Tenancy Branch