



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAMPLIGHTER 1034076 BC LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

ET, FF

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. The landlord also applied for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not served any of her evidence on the landlord. Accordingly, the tenant's evidence was not considered in the making of this decision. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have cause to end the tenancy early?

Background and Evidence

The background facts are generally undisputed. The tenancy started on May 01, 2011. The monthly rent is \$1,051.40 payable on the first of the month. The rental unit is located in an apartment building that houses 48 rental units.

Following the discovery of a massive bed bug infestation by a health care worker, the landlord made arrangements to treat the rental unit, but the tenant initially was uncooperative. The technicians reported that the infestation was so severe that the unit would have to be emptied to fully rid the unit of the infestation. The tenant stated that movers were unwilling to move her boxes due to the presence of bed bugs. The tenant requested the landlord to fumigate her packed boxes.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out by 1:00 pm on October 31, 2020.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on October 31, 2020. An order of possession will be issued to the landlord, effective this date.
- The landlord agreed to make arrangements to have the tenant's boxes fumigated asap after which the tenant will move the fumigated boxes out of the rental unit.
- Both parties stated that they understood and agreed that the terms of this agreement are binding and comprise full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective by 1:00 pm on October 31, 2020. The Order may be filed in the Supreme Court for enforcement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. 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 settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the landlord an order of possession effective by **1:00 pm on October 31, 2020.**

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 10, 2020

Residential Tenancy Branch