



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Westsea Construction Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

For the tenant: MT CNC  
For the landlord: OPC O

### Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for more time to dispute a 1 Month Notice to End Tenancy for Cause, and to cancel a 1 Month Notice to End Tenancy for Cause.

The landlord applied for an order of possession based on cause and “other” although during the hearing, the agent for the landlord withdrew the landlord’s claim for “other” as that portion was included in error.

The agent for the landlord (the “agent”), the tenant, and three witnesses for the tenant attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they were served with the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing.

### Background

A month to month tenancy began on March 7, 1988. Monthly rent in the amount of \$264.00 was due on the first day of each month and was increased over the course of

the tenancy to the current monthly rent of \$528.00 per month. The tenant paid a security deposit of \$132.00 at the start of the tenancy.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The tenant agrees to clean up her rental unit by **May 31, 2013 at 5:00 p.m.** by removing excess personal items, including but not limited to; luggage, desks, tables, dressers, bags of clothes, boxes of books, and small appliances, to the satisfaction of the landlord.
2. By May 22, 2013, the landlord will provide a document to the tenant from the pest control treatment company regarding the required condition of the rental unit needed to properly treat the rental unit for pests.
3. The tenant will ensure the rental unit is in a condition that meets the pest control treatment companies' requirements for pest control treatment by **June 14, 2013 by 1:00 p.m.**
4. The tenant agrees to relocate her bed to a safer, lower location that is not located next to a window for safety purposes.
5. The tenant agrees that once the rental unit has been cleaned and uncluttered, the tenant will ensure that the rental unit remains in a clean and uncluttered condition.
6. The tenant agrees to not use her personal vehicle as storage for her personal items from her rental unit.
7. The tenant agrees to pay the landlord  $\frac{1}{2}$  of the filing fee in the amount of **\$25.00** on or before **June 14, 2013 by 1:00 p.m.** I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of \$25.00 which will have no force or effect if the tenant pay the amount described above by the due date.
8. The tenant agrees to participate in the pest control program within the building from this date forward.
9. The tenancy will continue until ended in accordance with the *Act*, as long as the tenant complies with the above terms of this settlement agreement.
10. The parties agree to withdraw their applications in full as part of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

I grant the landlord a monetary order in the amount of **\$25.00** which will be of no force or effect if the amount owing has been paid in accordance with #7 above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 21, 2013

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Residential Tenancy Branch

