



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY  
ASSOCIATION and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

**Dispute Codes**      CNC

### **Introduction**

The tenant's application under the *Residential Tenancy Act* (the Act) sought to cancel the landlord's Notice to End for Cause.

Both parties were represented in this proceeding. The landlord's representative and the tenant attended the hearing. Both parties confirmed the issue regarding the landlord's 1 Month Notice to End for Cause dated in April 16, 2019.

#### *Preliminary matters*

The parties agreed that the style of cause of this matter is to be amended to reflect the following.

- 1). The respondent's name is amended to the correct name of the landlord.
- 2). The applicant's address is amended to the correct address of the tenant.

### **Background and Evidence**

The parties agree that the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause in accordance with Section 47(1)(d)(ii) and (iii) dated April 16, 2019 with an effective date of May 31, 2019. **Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, some discussion between the parties led to resolution of all relevant matters. As a result the parties confirmed to me that they both agreed to the following.

1. the landlord will receive an **Order of Possession** effective solely in accordance with the parties' terms of agreement, which follow.
2. the tenant and landlord agree that the tenant's rental unit has a pest infestation requiring treatment by a pest control professional.

**3.** The tenant agrees to attend to and perform the landlord's requirements to ready their rental unit for pest control treatment as soon as possible in accordance with the landlord's written communications to the tenant dated September 28, 2018, January 25, 2019 and February 22, 2019 and April 16, 2019. The tenant agrees to do this **by June 15, 2019.**

**4.** The parties agree that if the tenant does not sufficiently fulfill the above term **3** of this agreement by the agreed date so as to allow the prescribed pest control treatment to be performed the landlord may personally serve the tenant the **Order of Possession** which will become **effective 2 days from the day it is served on the tenant**, and the tenancy will end.

Both parties testified in the hearing confirming to me that they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of all aspects of this dispute. So as to perfect this agreement,

The landlord is given an **Order of Possession effective 2 days from the day it is served on the tenant.** The landlord has discretion as when serving the Order. If the landlord wants to rely on the Order it must be served on the tenant. If necessary, this Order may be filed in the Supreme Court and enforced as an Order of that Court.

**I Order** that the landlord's Order of Possession dated June 03, 2019 becomes Null and of no effect **July 03, 2019.**

### **Conclusion**

The parties settled their dispute in the above terms.

**This Decision and Settlement are final and binding.**

*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: June 03, 2019

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Residential Tenancy Branch