



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOMI PALIMENO
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on November 5, 2019. The Landlord said she received the Tenant's hearing package but it was not completed. The Landlord said she does not have the Tenant's application, but she understands what the Tenant is applying for and she is willing to proceed. The Tenant said he served his full application to the Landlord's agent in person on November 5, 2019. I accept the Tenant's testimony and I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started in 1994 and the latest tenancy agreement was made when the rental complex changed ownership. The tenancy agreement started of June 1, 2017 as a month to month tenancy. Market rent is \$731.00 and the Tenant pays \$320.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$350.00 at the start of the tenancy.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Landlord and Tenant agreed to continue the tenancy on the following conditions:
2. the Landlord will write an agreement that says the Landlord will withdraw the One Month Notice to End Tenancy for Cause dated October 31, 2019 based on the Tenant's agreement at the hearing to sign the agreement and to comply with it's terms relating to the existing bed bug situation, any future bed bug and pest situation and any hygiene issues of the Tenant's rental unit.
3. the parties agreed it was not possible to write a full settlement agreement at the hearing because some of the costs the Tenant agreed to pay were unknown at the time of the hearing.
4. the Tenant accepted that the Landlord would write a fair agreement with regards to the bed bug issue, future pest issues and hygiene issues related to the rental unit.
5. the Landlord withdrew the One Month Notice to End Tenancy dated October 31, 2019.
6. the Landlord and Tenant agreed to continue the tenancy as stated in the tenancy agreement.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to continue the tenancy as per the tenancy agreement.

The Landlord withdrew the One Month Notice to End Tenancy dated October 31, 2019.

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: December 09, 2019

Residential Tenancy Branch