

DECISION

Dispute Codes MT CNR CNC MNDC OLC LRE LAT FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to request more time to cancel a notice to end tenancy, to obtain an Order to cancel a notice to end tenancy for unpaid rent and for cause, to obtain a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to have the Landlord comply with the Act, suspend or set conditions on the Landlord's right to enter the rental unit, to authorize the Tenant to change the locks to the rental unit, and to recover the cost of the filing fee from the Landlord for this application.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail. The Landlords confirmed receipt of the hearing documents.

The Landlords and Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Tenant entitled to Orders under sections 46, 47, 62, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The fixed term tenancy began on April 1, 2007 and after twelve months switched over to a month to month tenancy. The rent is payable on the first of each month in the amount of \$1,752.53 and the Tenant paid a security deposit of \$815.00 on April 1, 2007.

Analysis

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

1. the Tenant withdraws his application;
2. the Landlords will take responsibility for payment of the window repair in the amount of \$211.41; and
3. the Tenant will pay the Landlord \$287.50 no later than August 1, 2010, which is comprised of the \$25.00 late payment fee from May 2010 plus the \$262.50 which was withheld from the Tenant's May 2010 rent payment; and
4. the Tenant agrees to have the hot tub and heat lamp removed from the rental property deck no later than July 9, 2010; and
5. the Landlords agree to comply with the Residential Tenancy Act and agree not to gain entry to the rental unit, including the Tenant's exterior deck, without proper written notice in accordance with section 29 of the Act.

Conclusion

In the presence of the settlement agreement no further action is required on this file and the file is hereby closed.

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: July 02, 2010.

Dispute Resolution Officer