



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, CRC, ERP, LRE, FF

Introduction

This was a cross-application hearing.

The tenant applied to cancel a Notice ending tenancy for unpaid rent, and Orders that the landlord comply with the Act and that conditions be set on entry to the unit by the landlord.

The landlord applied requesting an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Mutual Agreement

The landlord did not have any record of the cash rent payments that have been made throughout the tenancy; no receipts had been issued as required by section 26(2) of the Act. The tenant agreed he owed the landlord \$300.00 January, 2012 rent.

The tenant stated he will vacate the rental unit by the last day of January, 2012.

The landlord agreed to accept a mutual agreement allowing her to retain the \$350.00 deposit that was paid at the start of the tenancy in August, 2011 and that this would satisfy January, 2012, rent owed, plus the filing fee paid by the landlord.

The parties mutually agreed that the landlord would be issued an Order of possession that may be served to the tenant effective January 31, 2012, at 1 p.m.

I have appended section 29 of the Act, after the conclusion of this decision.

Conclusion

By mutual agreement the landlord has been granted an Order of Possession that is effective no earlier than January 31, 2012, at 1 p.m. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

By mutual agreement the landlord will retain the \$350.00 deposit paid, in satisfaction of \$300.00 rent owed for January, 2012 and the filing fee paid by the landlord.

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: January 19, 2012.

Residential Tenancy Branch

Landlord's right to enter rental unit restricted

29 (1) *A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:*

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;*
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:*
 - (i) the purpose for entering, which must be reasonable;*
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;*
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;*
- (d) the landlord has an order of the director authorizing the entry;*
- (e) the tenant has abandoned the rental unit;*
- (f) an emergency exists and the entry is necessary to protect life or property.*

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).