

## **DECISION**

Dispute Codes      CNC, OLC, ERP, PSF, RP, LRE

### Introduction

This is an application filed by the Tenant for an order to cancel the notice to end tenancy for cause, an order for the Landlord to comply with the Act, regulation or tenancy agreement, to make emergency repairs, to make repairs, provide services or facilities required by law and suspend or set conditions on the Landlord's right to enter the rental unit.

Both parties attended the hearing by conference call and gave testimony. At the beginning of the hearing both parties acknowledged receiving the evidence package of the other. As such, I am satisfied that each party has been properly served under the Act.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agree that the Tenancy shall end by mutual agreement on March 31, 2012 at 1:00 pm. The Landlord shall receive an order of possession to reflect this agreement.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties concerning the notice to end tenancy dated January 12, 2012.

As the Tenancy is ending, I find that no orders pertaining to repairs are necessary. The Tenant's application for repairs is dismissed. The Tenants state that their request for an order for the Landlord to comply with the Act, provide services or facilities required by law are related to emergency repairs for heat.

Issue(s) to be Decided

Is the Tenant entitled to an order for emergency repairs for the electrical outlets?  
Is the Tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Background and Evidence

This Tenancy began on December 15, 2010 on a fixed term tenancy until December 15, 2011 and then thereafter on a month to month basis as shown in the submitted copy of signed tenancy agreement. The monthly rent is \$800.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$400.00 was paid.

The Tenant states that the Landlord was notified verbally in September of table lights flickering. Both parties agreed the Landlord attended and stated that there were no apparent issues. The Tenant disputes that the Landlord is not qualified to determine this. The Landlord disputes this stating that there are no safety concerns.

The Tenant is seeking to suspend or set conditions on the Landlord's right to enter the rental unit. The Tenant states that the Landlord has been seen leaving the rental when the Tenants are not home. The Landlord disputes this stating that no illegal entry has ever been made.

Analysis

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case the Tenants are responsible as they have made an application. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

I find that the Tenant's claims on a balance of probabilities have not been established. On this basis, I dismiss the remainder of the Tenant's application for the electrical outlets and to suspend or set conditions on the Landlord's right to enter the rental unit.

Conclusion

The Landlord is granted an order of possession by mutual agreement.

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: February 06, 2012.

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Residential Tenancy Branch