



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNL, RP, LRE, RR, SS

### Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use, an Order the landlord made repairs, that condition be sent on entry to the unit by the landlord, that rent be reduced for repairs agreed upon but not provided and to serve documents in a difference than required by the Act.

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.

### Preliminary Matters

The tenant indicated several matters of dispute on her application and confirmed that the main issue to deal with during this proceeding is the Notice to End Tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I dealt with the tenant's request to set aside or cancel the Notice to End Tenancy for Cause and I dismissed the balance of the tenant's claim with liberty to re-apply.

The landlord witness was called into the hearing at my request.

### Issue(s) to be Decided

Should the 2 Month Notice to End Tenancy for Landlord's Use issued on January 31, 2011 be cancelled?

Is the tenant entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on September 1, 2011; rent is due on the first day of each month. The tenant received the Notice ending tenancy which was left on her living room table, on January 31, 2011.

The landlord had lived in the upper unit of the home and would pass through the tenant's unit to access the laundry; she left the Notice on the table.

The tenant disputed the Notice on the 15<sup>th</sup> day after receipt of the Notice.

The parties did not agree on rent owed; the tenant stated it was \$700.00 per month; the landlord stated rent was \$550.00 per month.

The realtor testified that the landlord had several offers on the property and obtained a firm sale, with no conditions, sometime in February, 2012.

### Mutually Settled Agreement

The parties agreed to the following:

- The landlord and tenant will meet at 12 noon on March 8, 2012, at the rental unit, at which time the landlord will give the tenant a money order in the sum of \$550.00;
- The tenant will immediately provide the landlord with a written receipt, indicating she has been given the money order;
- That the tenant will vacate the rental unit no later than 1 p.m. on March, 31, 2012;
- That the landlord will be issued an Order of possession effective at 1 p.m. on March 31, 2012; and
- That if the landlord does not make the agreed upon payment to the tenant, the Order of possession is unenforceable and the tenancy will continue until it is ended as provided by the Act.

Section 29 of the act is appended after the conclusion of this decision.

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: March 07, 2012.

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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).