



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, RP, LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the matters in dispute between them with one another. The tenant confirmed that she received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) posted on her door and sent by registered mail on April 16, 2012. The landlord's representatives testified that they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on April 10, 2012. I am satisfied that the parties served these documents to one another in accordance with the *Act*.

The landlord confirmed that he received a copy of the tenant's written evidence. The landlord testified that he sent the tenant a copy of his written evidence package by registered mail on April 20, 2012. The tenant said that she has not received this evidence, nor has she received any notification that registered mail is available for her for pick-up at Canada Post. Section 90 of the *Act* establishes that documents sent by registered mail are deemed served on the fifth day after their mailing. As the landlord's written evidence was not deemed served until two days before this hearing, I advised the parties that I would not be able to consider the landlord's written evidence in my decision.

Issues(s) to be Decided

Should any orders be issued to the landlord with respect to the tenant's application?

Background and Evidence

This periodic tenancy for a rental unit in a senior's rental building commenced on June 1, 2008. The parties agreed that the original monthly rent of \$350.00 was raised to \$360.00 during the course of this tenancy. According to the Residential Tenancy Agreement (the Agreement), the total original monthly rent of \$350.00 included \$325.00 for rent and \$25.00 for cable. The landlord gave sworn testimony that the bulk service agreement that the landlord has with the cable provider requires that all tenants in this building pay \$25.00 for cable, included in their overall monthly rental payment.

The tenant applied for orders requiring the landlord to repair her sink and her bedroom window. She also applied for an order requiring the landlord to provide her with a key to the front door of this rental property. For more than one month, she said that she has been unable to access the rental building through the front door, but has had to enter through the alley behind the building by climbing onto her balcony. She then enters through her sliding door which she has been leaving unlocked.

The landlord issued the 10 Day Notice when the tenant asked for the return of two post-dated cheques she had previously issued in the amount of \$360.00, to be replaced by a bank draft order of \$335.00 for April 2012. She reduced the amount of her monthly cheque by \$25.00, as she no longer wishes to pay for cable television for her rental unit. After a series of letters were exchanged between the parties, the landlord issued the 10 Day Notice for the tenant's failure to pay all of her April 2012 rent. Although the landlord made an oral request for an Order of Possession, the tenant had not formally amended her application for dispute resolution to include a request to cancel the 10 Day Notice. As such, I advised the parties that neither party has applied for dispute resolution to obtain an order with respect to the 10 Day Notice and, for that reason, this issue was not before me in this hearing.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues in dispute arising out of this tenancy at this time under the following terms:

1. Both parties agreed that the landlord will hand a front door key to the tenant on April 27, 2012. (Both parties confirmed that the landlord implemented this

agreement by handing this key to the tenant prior to the completion of the hearing.)

2. Both parties agreed that the landlord will undertake repairs to the tenant's sink and bedroom window commencing at 8:00 a.m. on April 30, 2012.
3. Both parties agreed that if an outside worker needs to be hired to conduct the repairs to the tenant's bedroom window that the landlord will place a phone call to the tenant advising her to come to the landlord's office and pick up the landlord's written notice. This written notice will allow the tenant at least 24 hours before the bedroom repairs by an outside worker will be commenced.
4. Both parties agreed that all monetary issues currently in dispute will be resolved by the following terms of their settlement agreement:
 - a. The landlord agreed to cash the tenant's \$335.00 bank draft order currently in the landlord's possession;
 - b. The tenant agreed to provide the landlord with a cheque in the amount of \$385.00 on May 1, 2012, which is to satisfy the landlord's demand for \$25.00 owing from April 2012 and the tenant's May 2012 rent;
 - c. The tenant agreed to make monthly payments to the landlord of \$360.00 commencing on June 1, 2012.
5. If the tenant complies with the above-noted financial term 4(b) of this agreement, the landlord agreed to withdraw the 10 Day Notice issued on April 16, 2012, with the effect that this tenancy will continue.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy.

Conclusion

In order to give effect to the above settlement reached between the parties, I order the landlord to undertake repairs as outlined in the settlement agreement reached by the parties. I also direct that the monthly rent, including cable television, is set at \$360.00, payable in advance on the first of each month, in accordance with the Agreement. If the tenant complies with financial term 4(b) of this settlement agreement, this tenancy continues. 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: April 27, 2012

Residential Tenancy Branch