



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MT, CNR, LAT, RR, FF

### Introduction

This hearing was scheduled in response to the tenant's application for more time to make an application to cancel a notice to end tenancy / cancellation of a notice to end tenancy for unpaid rent or utilities / permission to change the locks to the rental unit / permission to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the year-long fixed term of tenancy is from August 1, 2011 to July 31, 2012. The rental unit consists of the main floor of a house. Residing in the basement of the house are the landlord's son and the son's wife. The landlord's son and the son's wife occasionally act as agents for the landlord.

Monthly rent of \$1,300.00 is payable in advance on the first day of each month, and a security deposit of \$650.00 was collected. The tenancy agreement reflects that no utilities are included in the rent. An undated and incomplete move-in condition inspection report has been submitted in evidence.

The landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated March 19, 2012. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. The amount of overdue rent as of August 2, 2011 is shown on the notice to be \$545.00. The notice also documents unpaid utilities in the amount of \$1,346.93 as of the date of the notice, March 19, 2012. The date shown on the notice by when the tenant must vacate the unit is March 30, 2012. The tenant filed an application to dispute the notice on March 26,

2012. During the hearing the tenant acknowledged that since the start of tenancy she has made no payment whatsoever towards utilities.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

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 led to a resolution. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the 10 day notice is hereby set aside, with the effect that the tenancy continues in full force and effect;
- that the landlord waives any claim to allegedly unpaid rent for the month of August 2011;
- that at Noon on Friday, April 13, 2012, the tenant will attend the door of the basement residents (landlord's agents) and deliver a cheque made payable to the landlord in the full amount of \$1,000.00, which represents payment of the tenant's share of all outstanding gas, hydro and water utilities up to March 19, 2012;
- that at Noon on Friday, April 13, 2012, in exchange for the above cheque, the landlord's agents will provide the tenant with a key to the house mailbox;
- that going forward, the tenant will immediately pay a 75% share of each of the above utilities on each occasion when the landlord or her agents present a copy of the respective utility bill(s) to the tenant;
- that as soon as possible, but not later than midnight, Monday, April 30, 2012, the landlord or her agents will hang the bedroom closet door in the rental unit;

- that the above particulars comprise full and final settlement of all matters in dispute that are presently before me.

Finally, the attention of the parties is drawn to section 29 of the Act which speaks to the **Landlord's right to enter rental unit restricted**, and provides in part:

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;

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

### Conclusion

The parties are ordered to comply with all terms agreed to and set out in the Record of Settlement, as above.

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 12, 2012.

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Residential Tenancy Branch