



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE, LAT

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;
- authorization to change the locks to the rental unit pursuant to section 70; 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 cross-examine one another. The landlords confirmed that they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on August 21, 2012. I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

Issues(s) to be Decided

Should an order or orders be issued to the landlord with respect to this tenancy?

Background and Evidence

This periodic tenancy commenced on June 1, 2008. Monthly rent is currently set at \$325.00, payable in advance on the first of each month.

This application stemmed primarily from an incident on August 14, 2012. The day prior to this incident, the landlord left notices for every tenant in this rental building advising them that the annual sprinkler and smoke alarm inspection would be conducted on August 14, 2012. The tenants were notified that this process would require a short inspection of each rental unit between 8:00 a.m. and 4:00 p.m. The tenant maintained that she did not receive this notice placed in her mailbox in her building. She said that she does not have a key for this mailbox and has advised the landlord that she wishes to receive all of her mail by Canada Post directed to her mailing address. At the hearing, the parties agreed that the landlord's representative, DK, used his master key to turn the lock of the door to the tenant's rental unit on August 14, 2012. Landlord DK gave undisputed sworn testimony that neither he nor the fire alarm staff member

entered the tenant's rental unit when she advised from the other side of her door that she did not agree to letting them enter because she did not consider herself as having been properly notified of their intention to enter her rental unit.

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 arising out of the tenant's application under the following terms:

1. Both parties agreed that the landlord will install a new lock on the tenant's mailbox in this rental building and a key will be issued to the tenant by the end of the day on September 21, 2012.
2. The tenant agreed to call the landlord to make arrangements to pick up the mailbox key in the office of the landlord.
3. The tenant agreed that she will accept notices and mail from the landlord in the mailbox located in her rental building.
4. Both parties agreed that the above settlement constituted a final and binding resolution of all issues in dispute arising out of this application.

Conclusion

I report the terms of the settlement agreement reached between the parties as set out 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: September 21, 2012

Residential Tenancy Branch