



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, OLC, RP, LRE, RR

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant requested compensation for damage or loss, related to loss of heat, in the sum of \$3,784.61; Orders the landlord comply with the Act, that the landlord make repairs to the unit, that conditions be placed on the landlord's right to enter the unit and that the tenant be allowed to reduce rent owed.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The parties indicated that they had reached a mutual agreement and that they wished to finalize that agreement and have it recorded as part of this decision.

Mutually Settled Agreement

The parties agreed to the following:

- The landlord will immediately provide the tenant with payment in the sum of \$615.00 which will be used to purchase a Dyson AM04 hot and cool table fan, for the tenant's use;
- That the fan will remain the property of the landlord and will be left in the unit, should the tenancy end;
- That from the day of this hearing onward the tenant will provide the landlord with copies of her BC Hydro bills and that for each billing period from this day onward the landlord will, after receiving a copy of the bill, provide the tenant with compensation in any amount exceeding the sum of \$20.00;
- That the landlord will immediately provide the tenant with compensation in the sum of \$2,000.00;
- That the landlord will immediately provide the tenant with an emergency telephone number;
- That entry to the rental unit by the landlord or his agents will only occur in accordance with section 29 of the Act, a copy of which is appended after the conclusion of this decision;
- That the tenant agrees, should the Dyson hot and cool table fan not provide her with the temperature she desires that the tenant is at liberty to either give written notice ending the tenancy, in accordance with the Act or; if the tenant wishes to

end the tenancy without the provision of proper written notice, the landlord agrees, unconditionally, to sign a mutual agreement ending the tenancy for any date of the tenant's choosing;

- That the tenant's claims in relation to all matters on her application have been settled and that no further claims will be submitted in relation to those matters;
- That the tenant is aware the landlord is planning on obtaining any necessary permits allowing replacement of windows; upgrades to the heat system and renovation of the suites; which may result in the landlord issuing a 2 Month Notice to End Tenancy, in accordance with the Act; and
- That the tenant is at liberty to choose a chain lock for the exterior of her rental unit door; that she must obtain written approval of the City of Vancouver Fire Marshall confirming that installation will not breach any safety regulations and that proof of this approval will be given to the landlord, at which point the tenant may install the chain lock. Once the tenancy ends the tenant will either give the landlord the keys to the chain lock, or she will remove the lock from the door.

Pursuant to section 63(2) of the act, I Order that compensation will be provided as set out in the mutual agreement; that the claims made by the tenant are now settled and that no further claims will be considered and that the parties will meet all other conditions of the mutually settled agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 04, 2012.

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).