



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, ERP

### Introduction

This hearing was originally scheduled to deal with a tenant's application for orders for repairs and emergency repairs. The tenant was subsequently served with a 1 Month Notice to End Tenancy for cause which she indicated she wished to dispute by way of an amended application. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Although the tenant did not amend her application prior to the hearing in a manner that meets all of the requirements of the Rules of Procedure, I was satisfied the landlord was aware of the tenant's intent to dispute the 1 Month Notice. Therefore, I amended the tenant's application to deal with a disputed 1 Month Notice.

Neither party had provided a copy of the subject 1 Month Notice as evidence for my review; however, both parties provided consistent testimony as to the content of the 1 Month Notice.

Upon a considerable amount of discussion, the parties reached a mutual agreement to resolve this dispute. I have recorded the mutual agreement by way of this decision.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

The tenant has been residing in the rental unit for approximately 10 years and is currently required to pay rent of \$440.00 on the 1<sup>st</sup> day of every month. The rental unit was described as older one-bedroom cabin located on an acreage with other cabins and the landlord resides on the residential property.

The parties mutually agreed to the following terms to resolve their dispute:

1. The tenancy shall continue at this time and the tenant shall at no time in the future:
  - a. Yell or swear or use vulgar language toward the landlord in any circumstance; or,
  - b. Plant, grow or otherwise cultivate marijuana plants anywhere on the residential property.
2. The tenant shall not keep more than one vehicle on the property and shall remove one of the two vehicles she currently has from the property within 10 days.
3. Within 30 days, the landlord shall investigate and make necessary repairs to the following issues identified by the tenant:
  - a. Replace the older opening windows;
  - b. Leaking roof;
  - c. Leaking bathtub faucet and water leaking behind tub surround;
  - d. Heaters that are not responding to the thermostat setting;
  - e. Oven temperature being too hot; and,
  - f. Working smoke detector or other fire-prevention device (i.e.: fire extinguisher) that is to be in place by law.
4. To accomplish the above actions, the landlord is to give the tenant a written 24 hour notice of entry as provided under section 29 of the Act unless this requirement is expressly waived by the tenant.
5. The landlord shall arrange to have the interior of the rental unit painted and provide the tenant with reasonable advance notice as to when this shall take place and what preparation work is required of the tenant, in writing.
6. Upon receipt of the above notification the tenant shall:
  - a. Ensure the surfaces that are to be painted are free of dust, dirt, grime, grease or other debris by washing the surfaces with an appropriate cleaning solution (such as TSP).
  - b. Ensure the tenant's possessions are moved from certain rooms or away from walls as directed by the landlord.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a mutual agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the terms agreed upon by the parties and make the terms an order to be binding upon both parties.

Should the tenant violate part 1. or 2. of the agreement, the landlord is at liberty to issue another 1 Month Notice to End Tenancy for Cause. Should either party violate any other term of the mutual agreement the parties are at liberty to file an Application for Dispute Resolution to seek further remedy.

For further reference, I have reproduced section 29 of the Act below. Paragraph (b) provides the criteria for giving the tenant a written 24 hour notice.

### **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).

Where a landlord gives the tenant a proper written 24 hour notice of entry, the landlord may enter the rental unit even if the tenant is not home and the tenant must not otherwise interfere with the landlord's entry to the rental unit

### Conclusion

The parties resolved their dispute by way of a mutual agreement that I have recorded in this decision and made binding upon both parties.

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: November 01, 2013

---

Residential Tenancy Branch