



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Entres Nous Femmes Housing Society
and [tenant name suppressed to protect privacy]

DECISION and RECORD OF SETTLEMENT

Dispute Codes

CNC, MNDC, OPC, FF

This hearing was convened to address an application by the tenant for a monetary order and an order setting aside a notice to end this tenancy. The landlord filed a cross-application requesting an order of possession. The tenant was represented by J.P. who confirmed that he had authority to settle the matters at issue.

The parties agreed to settle the issue of the notice to end tenancy on the following terms:

- The landlord withdraws the notice to end tenancy.
- The tenant agrees to permit the landlord to treat the unit for bedbugs as the landlord sees fit and to permit entry for that treatment and any required subsequent treatments or check-ups.
- The landlord will provide proper notice for any entry.

The parties did not settle the tenant's monetary claim. However, the tenant's representative at the hearing had no evidence to support the monetary claim and the tenant provided no supporting documentation to prove her alleged losses. For this reason, the tenant's monetary claim is dismissed without leave to reapply.

The tenant is reminded that when the landlord provides proper notice of entry, the tenant cannot deny the landlord entry into the rental unit. Continuing to deny the landlord entry could jeopardize the tenancy. If the tenant believes that the landlord is entering illegally or that the reasons for entry are unreasonable, she is free to file an application with the Residential Tenancy Branch for an order restricting the landlord's right to access the unit or compelling the landlord to comply with the Act.

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 24, 2014

Residential Tenancy Branch

