



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC LRE RR FF

Preliminary Issues

Residential Tenancy Rules of Procedure, Rule 2.3 states that, in the course of the dispute resolution proceeding, if the arbitrator determines that it is appropriate to do so, he or she may dismiss the unrelated disputes contained in a single application with or without leave to reapply.

Upon review of the Tenants' application I have determined that I will not deal with all the dispute issues the Tenants have placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. Therefore, I will deal with the Tenants' request to set aside or cancel the Landlord's Notice to End Tenancy issued for cause and their request to suspend or set conditions on the landlord's right to enter the rental unit, and I dismiss the balance of the Tenants' claim with leave to re-apply.

During the course of this hearing the male Tenant, R.F. testified that he was illiterate and that he could not understand written documents. He confirmed that he understood oral information or things that were told to him. As a result of the R.F.'s submissions I made sure to clarify each matter relating to this hearing, at times repeating the explanation in several different ways, until such time as both R.F. and T.S. acknowledged that they understood what was being said. I also ensure that both Landlords understood the process as this settlement agreement was entered into.

It became evident to me during this hearing that the relationship between the Landlords and Tenants had become acrimonious and possibly confrontational. R.F. was not recognizing J.B. as being one of his Landlords and there were some issues of allowing access of the rental unit to the Landlords.

J.B. introduced himself as co-owner of the property and as spouse to the named respondent Landlord. Upon review of the written tenancy agreement I noted that J.B. was listed as co-landlord on the tenancy agreement and informed both Tenants that they cannot unilaterally decide to remove a party from being their landlord. Accordingly, I amended the style of cause on the front page of this decision and all Orders to include both Landlords' names, pursuant to section 64(3)(c) of the Act.

Sections 28 and 29 of the Act have been listed at the end of this Decision for reference regarding access to the rental unit.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenants on March 30, 2015 seeking to obtain an Order to cancel a Notice to end tenancy issued for Cause; the Tenants' request to suspend or set conditions on the landlord's right to enter the rental unit, and to recover the cost of the filing fee from the Landlord for this application.

The hearing was conducted via teleconference and was attended by both Landlords and both Tenants. Each party gave affirmed testimony and confirmed receipt of evidence served by each other.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was the parties entered into a written month to month tenancy agreement that began on January 30, 2013. Rent of \$1,300.00 is due on or before the first of each month and \$125.00 for utilities is due on the 15th of each month. As of January 15, 2013, the Tenants paid \$650.0 as the security deposit plus \$250.00 as the pet deposit.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the Act, the Arbitrator 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.

The parties agreed to settle these matters on the following terms:

- 1) The Tenants agreed to withdraw their application for dispute resolution;
- 2) The Tenants agreed to meet the Landlords at the fence no later than May 15, 2015 at 5:00 p.m. to pay to the Landlords \$775.00 which is comprised of \$650.00 owing for May 1, 2015 rent plus \$125.00 for May 2015 utilities;
- 3) If the \$775.00 is paid in full as per # 2 above, then the parties mutually agree to end the tenancy on May 31, 2015, at 1:00 p.m. upon service of the Order of Possession that is effective May 31, 2015; and
- 4) If the \$775.00 is NOT paid in accordance with #2 above, then the tenancy will end effective upon service of the enclosed Order of Possession that is effective 2 days upon service.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

In support of the settlement agreement, the Landlords have been issued two Orders of Possession, effective 2 days upon service and effective on May 31, 2015 at 1:00 p.m.

The Landlords have also been issued a Monetary Order for **\$775.00**. In the event the Tenants do not pay the \$775.00 in accordance with the above listed agreement, the tenancy will end and the Landlords may serve the Tenants the Order of Possession effective upon 2 days of service and the Monetary Order.

If payment is made in accordance with the settlement agreement the tenancy will end effective May 31, 2015 at 1:00 p.m. after service of that Order of Possession.

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: May 11, 2015

Residential Tenancy Branch

Protection of tenant's right to quiet enjoyment

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

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).

