



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hinode Home
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, RP

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order that the landlord comply with the *Act*, regulation or tenancy agreement, and for an order that the landlord make repairs to the unit, site or property.

The tenant attended the hearing accompanied by an Advocate. The landlord society was represented by an agent who was accompanied by a member of the Board of Directors and legal counsel.

During the course of the hearing the parties agreed to settle this dispute on the following terms:

1. The tenant withdraws the application for an order that the landlord make repairs to the unit, site or property;
2. The landlord will not enter the rental unit without giving notice required by the *Residential Tenancy Act*, as follows:

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).

3. The landlord will reimburse the tenant the receipted amount for re-installation of an air conditioning unit in the rental unit.

Conclusion

For the reasons set out above, the tenant's application for an order that the landlord make repairs to the unit, site or property is hereby dismissed as withdrawn.

I hereby order the landlord to comply with the *Residential Tenancy Act* by refraining from entering or allowing entry into the rental unit without giving notice to the tenant as set out in the *Residential Tenancy Act*, by consent.

I further order the landlord to reimburse the tenant the receipted costs associated with reinstallation of the air conditioning unit in the rental unit, by consent.

This order does not bar the tenant from making further applications with respect to this tenancy.

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 30, 2015

Residential Tenancy Branch

