



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, DRI, MNSD, OLC, PSF, RP

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 2 month notice to end tenancy for landlord's use of property / to dispute a rent increase / return of the security deposit / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to provide services or facilities required by the tenancy agreement or law / and an order instructing the landlord to make repairs to the unit, site or property.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on May 01, 2015. Monthly rent of \$500.00 is due and payable in advance on the first day of each month. A security deposit of \$250.00 was collected. There is no evidence before me of a move-in condition inspection report having been completed.

Pursuant to section 49 of the Act which addresses **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy dated May 01, 2016. The notice was served by posting to the unit door on that same date. A copy of the notice was submitted in evidence. The reason identified on the notice in support of its issuance is as follows:

A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares.

The tenant filed an application to dispute the notice on May 06, 2016. During the hearing the parties undertook to attempt to settle the dispute.

Analysis

At the outset, the attention of the parties is drawn to section 29 of the Act which addresses **Landlord's right to enter rental unit restricted**, in part:

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;
- (f) an emergency exists and the entry is necessary to protect life or property.

The attention of the parties is also drawn to section 32 of the Act which addresses **Landlord and tenant obligations to repair and maintain**, in part:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than **Wednesday, August 31, 2016**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that if the tenant wishes to vacate the unit prior to August 31, 2016, the tenant will provide proper notice to the landlord in compliance with section 45 of the Act which addresses **Tenant's notice**;
- that monthly rent of **\$500.00** remains unchanged for the duration of the tenancy, and that the tenant is responsible for payment of monthly rent in full for the duration of the tenancy;
- that the landlord will give **proper notice** pursuant to section 32 of the Act, as above, for entry into the unit for the specific purposes as follows:
 - (i) to inspect and repair or replace (as deemed necessary) the smoke detector;
 - (ii) to inspect and repair or replace (as deemed necessary) the electric wall outlet located in the kitchen to the left hand side of the stove;
 - (iii) it was further agreed that a qualified electrician may be required with regard to either or both of the above 2 deficiencies;
- that the above particulars comprise **full and final settlement** of all issues in dispute for both parties which arise from this tenancy and which are presently before me.

As the end of tenancy nears, the attention of the parties is also drawn to section 37 of the Act which addresses **Leaving the rental unit at the end of a tenancy**, and section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

The parties settled the dispute pursuant to the specific terms set out in the **RECORD OF SETTLEMENT**.

I hereby issue an **order of possession** in favour of the landlord effective not later than **Wednesday, August 31, 2016**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: June 07, 2016

Residential Tenancy Branch