

Dispute Resolution Services

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding GMZ HOLDINGS LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, LAT, FF, O

Introduction

The tenant applies for an order and damages regarding what she considers to be unreasonable inspections of her rental unit and landlord communications with her guests.

The parties were able to resolve this matter at the hearing.

It was agreed:

- 1. The tenant withdraws her claim for a monetary award,
- The landlord agrees to use it best efforts to accommodate the tenant by scheduling any notice of entry to her rental unit for after 5:00 o'clock p.m. on weekdays or on weekends, so as to accommodate the tenant's working schedule. This does not apply to any entry in case of emergency.
- 3. The landlord will change the tenant's door lock, keyed to the landlord's master key, within thirty days and provide her with a key.
- 4. The landlord agrees that its manager Mr.Z., and Mr. Z. himself agrees, that he will communicate with the tenant and any guest of the tenant only if necessary, including for security purposes.

The parties could not agree about the tenant recovering the filing fee for this application and left it to my discretion. In the circumstances I consider it fair that the parties split the cost of the \$100.00 filing fee equally. The tenant is entitled to recover \$50.00 of the filing fee and I authorize her to reduce her next rent by \$50.00 in full satisfaction of the fee.

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 02, 2016

Residential Tenancy Branch