



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated June 2, 2017.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was served on the Tenants by placing it in the mail slot on June 2, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Landlord by mailing by registered mail June 10, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated June 2, 2017?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on May 1, 2014. The present rent is \$1330 per month payable in advance on the first day of the month. The tenants paid a security deposit of \$610 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant has caused extraordinary damage to the unit/site or property/park

The landlord seeks to end the tenancy alleging the Tenant has drilled a hole in the kitchen sink and modified the plumbing without permission. The landlord estimates it will cost \$350 to repair. The tenants dispute this. They deny drilling a hole. They testified it can be restored to its original condition in a short period of time without any cost.

Settlement::

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The tenant shall restore the sink to its original condition by removing the tap and putting a metal cap on the opening by August 31, 2017.
- b. The landlord shall withdraw the one Month Notice to End Tenancy on a without prejudice basis reserving the right that if the Tenants fail to do the work as agreed the landlord retains the right to serve a new one month Notice to End Tenancy on the same grounds.

Determination and Orders:

As a result of the settlement I ordered that the one month Notice to End Tenancy dated June 2, 2017 be cancelled as withdrawn. There shall be no order with respect to the recovery of the cost of the filing fee as that was not included in the agreement.

The tenants asked about the rights of the landlord to conduct an inspection. As a courtesy to the parties I pasted into this decision section 29 of the Residential Tenancy Act which provides 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).

This decision is final and binding on the parties.

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: August 01, 2017

Residential Tenancy Branch