



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, MNDC, MNSD, OLC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause; an order limiting or setting conditions on the landlord's right to enter the rental unit, a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; a monetary order for return of all or part of the pet damage deposit or security deposit; an order that the landlord comply with the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were also given the opportunity to question each other, and the landlord testified that another hearing between the parties is scheduled for January 2, 2018 which the landlord attempted to join as a cross-application for this hearing.

During the course of the hearing, the parties agreed to settle this dispute and the landlord's application scheduled for January 2, 2018 in the following terms:

- The landlord will have an Order of Possession effective October 31, 2017 at 1:00 p.m. and the tenancy will end at that time;
- The landlord forgives rental arrears of \$3,200.00 for September and October, 2017 as well as all outstanding utilities;
- The landlord will return to the tenant the \$800.00 security deposit on October 31, 2017;
- The tenant will return all keys that give access to the rental unit to the landlord on October 31, 2017;
- The landlord will comply with the *Residential Tenancy Act* by only entering the rental unit in accordance with Section 29, as set out below;

- The tenant will comply with the *Residential Tenancy Act* by leaving the rental unit reasonably clean and undamaged at the end of the tenancy except for normal wear and tear, and will repair any damage caused by the tenant or the tenant's family or guests;
- The tenant will comply with the oral tenancy agreement by not smoking in the rental unit;
- The hearing scheduled for January 2, 2018 is cancelled.

Residential Tenancy Act

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).

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Since the parties have settled this dispute I decline to order that the tenant recover the filing fee from the landlord.

Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlord effective October 31, 2017 at 1:00 p.m. and the tenancy will end at that time.

I further grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$800.00 as recovery of the security deposit, and I order the landlord to pay that amount to the tenant on October 31, 2017.

I further order the parties to comply with the settlement agreement specified above.

This order is final and binding and may be enforced.

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: October 19, 2017

Residential Tenancy Branch