



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LAT LRE OLC FFT

### Introduction

This hearing dealt with the tenants' application to set or suspend the landlord's access to their rental unit; an order that the landlord comply with the Act; and to recover the filing fee for this application from the landlord.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The landlord acknowledged receipt of the tenants' application. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This month to month tenancy began November 15, 2016 in the upper unit of the residence with a rental amount of \$1650.00 payable on the first of each month. Over the course of the last year of the tenancy, the rental amount has increased by 4% as allowed under the *Residential Tenancy Act*. The landlord testified that he continues to hold an \$825.00 security deposit paid by the tenant at the outset of this tenancy.

The tenants testified that the landlord has placed a patio type swing in the front of their yard, making it more difficult to maintain. The tenant also testified that the heat was briefly disconnected. The landlord raised issues with complaints about communicating with the tenants and his access to his shed and shop on the property where the rental unit sits.

Ultimately, both parties agreed that this matter could be resolved. To resolve their disputes, the landlord agreed to notify the tenants in accordance with the timelines required by the Residential Tenancy Branch. The tenants, in turn, agreed to consent to a monthly inspection of the premises with the provision of sufficient notice by the landlord. The parties agreed that the landlord will be able to access his garage/shed on the residential property without notice to the tenants. I note that the landlord's garage/shed is a separate and distinct building from the rental unit.

I also note that both parties also verbally agreed that they would return each other's telephone calls in a timely manner.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

#### **The Parties mutually agreed as follows:**

1. The landlord agreed to provide notice to enter the residence in accordance with the Residential Tenancy Act prior to entering the tenants' rental unit.
2. The tenants agreed that the landlord may make a monthly inspection of the premises, with proper notice as per the Act.
3. The landlord will seek permission of the tenants prior to adding items to the front yard of the rental residential premises.
4. The landlord will be able to access his garage/shed on the residential property without notice to the tenants.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

### Conclusion

To give effect to the settlement reached between the parties, I provide the portion of the Act relating to the provision of notice to enter a rental unit is provided below.

I remind both parties of their verbal agreement to return each other's telephone calls in a timely manner and generally deal with each other in a reasonable manner.

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: January 2, 2018

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Residential Tenancy Branch

### **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).