



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, CNC, CNR, LAT, LRE, MNDCT, OLC, OPT, PSF, RR

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant sought the following relief:

- an order allowing the Tenant or her guests access to the rental unit;
- an Order canceling a 1 Month Notice to End Tenancy for Cause;
- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- authorization to change the locks at the rental unit;
- an Order restricting the Landlord's right to enter the rental unit;
- monetary compensation from the Landlord for loss or other money owed;
- an Order that the Landlord:
 - comply with the *Residential Tenancy Act* the *Residential Tenancy Regulation*, and/or the tenancy agreement;
 - provide services or facilities required by the tenancy agreement or law; and,
 - reduce the Tenant's rent by the cost of repairs, services or facilities agreed upon but not provided.

The hearing was scheduled for teleconference at 9:30 a.m. on February 25, 2019. Both parties appeared at the hearing (although the Landlord called in at 9:40 a.m.). The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary Matter—Amendments to Tenant's Application

The Tenant erroneously named the manager as Landlord on her Application for Dispute Resolution. She also failed to indicate the rental unit number on her Application.

Pursuant to section 64(3)(c) of the *Residential Tenancy Act* I amend the Tenant's Application for Dispute Resolution to remove the manager's name as Landlord and to accurately note the address of the rental unit.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

Settlement and Conclusion

1. The 1 Month Notice to End Tenancy for Cause and the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities are hereby withdrawn. The tenancy shall continue until ended in accordance with the *Residential Tenancy Act*.
2. By no later than 10:30 a.m. on February 28, 2019 (48 hours after the hearing concluded) the Tenant shall provide the Landlord with a copy of the keys to the rental unit.
3. The Tenant shall provide the Landlord with a copy of the police reports within seven days of receipt of same.
4. The Landlord, and the Landlord's agent, shall give the Tenant 48 hour's written notice of any intention to enter the rental unit. The parties acknowledge this is more than the 24 hours required by section 29 of the *Residential Tenancy Act*

and further acknowledge that this extension is provided to enable the Tenant to have a third party present during any entry to her rental unit.

5. The Tenant and the Landlord's manager, K.G. shall restrict their communication to writing by email, with a copy of all such communication to be sent to the Landlord, L.B. The Tenant and K.G. shall further restrict their communication to matters arising from the tenancy and at all times shall communicate in a courteous and professional manner.
6. The Tenant's claim for compensation, including her request for a rent reduction, relating to the washing machine and dryer, and her request for an Order that the Landlord provide services or facilities are withdrawn.

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: February 26, 2019

Residential Tenancy Branch