



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LAC, LRE, OLC, RR, MNDC, FF

Introduction

The tenant applies to cancel an unparticularized notice to end her tenancy. Neither party filed a copy of the notice. She also seeks a variety of relief related to what she says is unwanted and inappropriate intrusions by the landlord and his family into her rental unit or visually through the windows.

The landlord states that he, through his daughter, has brought an application against the tenant. He says his application was made about ten days ago. He could not provide a file number during this hearing. That application has not been joined with this one. As stated at hearing, I cannot deal with that application.

The parties were able to reach a settlement of the matters raised in this application.

It is agreed this tenancy will end October 31, 2019 and the landlord will have an order of possession for then. The tenant indicates she may be able to relocate before then, perhaps by the end of September. The parties made no agreement about the tenancy ending earlier than the end of October, though they are free to do so.

The tenant has changed the lock on her door without the landlord's knowledge. It is agreed that she will have a copy of the new key made and will provide it to the landlord within 24 hours after this hearing.

The landlord was read the provisions of s. 29 of the *Residential Tenancy Act* (the "Act") regarding entry and acknowledged that he would comply with those provision and further that only his agent (likely his wife) would enter; not him. Further it was agreed that anyone entering as agent of the landlord will provide the tenant with identification.

During any entry, though the landlord's agent may take photographs, none may be taken of the tenant herself.

The landlord will see that he, his family or others permitted on the property will not peek into the tenant's windows (it is noted that he denies doing so).

The parties were informed of the move-out inspection and reporting obligations under the *Act*.

As this matter was settled during the hearing, I split the cost of the hearing but awarding the tenant recovery of \$50.00 of her filing fee. I authorize the tenant to reduce her next rent due 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: September 17, 2019

Residential Tenancy Branch