



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, LAT, DRI, LRE, OLC, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking the following:

- an order cancelling a notice to end the tenancy for the landlords' use of property;
- an order permitting the tenants to change the locks to the rental unit;
- disputing a rent increase;
- an order limiting or setting conditions on the landlords' right to enter the rental unit;
- an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and
- to recover the filing fee from the landlords for the cost of the application.

Both tenants and both landlords attended the hearing, during which the landlords agreed to cancel the Two Month Notice to End Tenancy for Landlord's Use of Property, reserving the right to issue another Notice.

The landlords also agreed to reimburse the tenants a sum that is over the amount of rent increase allowed by law. Copies of Notices of Rent Increase have been provided as evidence for this hearing. The first increase was effective October 1, 2017, increasing the rent by \$25.00. The allowable amount for 2017 was 3.7% which would have totalled an increase of \$34.22 on rent in the amount of \$925.00. The second increase was effective January 1, 2020, when the allowable increase at that time was 2.6% amounting to \$24.70 for rent of \$950.00. I find that the amount over the allowable increase is \$0.30 per month from January 1, 2020 to January 1, 2022, for a total of \$7.50.

The landlords also agreed to comply with the *Act* by refraining from entering the rental unit except as allowed by the law, as follows:

**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 Rules of Procedure require that multiple applications contained in a single application must be related, and I found that the primary application seeks an order cancelling the notice to end the tenancy for landlord's use of property. Since the landlords have agreed to cancel it, and have agreed to other relief contained in the tenants' application, I found that a hearing was not required, and I make those orders.

Since the landlords agree to comply with Section 29, I dismiss the tenants' application for an order permitting the tenants to change the locks to the rental unit.

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

Conclusion

For the reasons set out above, and with the consent of the landlords, the Two Month Notice to End Tenancy for Landlord's Use of Property dated August 25, 2021 is hereby cancelled and the tenancy continues.

I further order that the landlords comply with the *Residential Tenancy Act* by entering the rental unit only as permitted in Section 29 as set out above.

I find that rent has been increased over the allowable amount, and the tenants have overpaid a total of \$7.50 from January 1, 2020 to January 1, 2022, and I order that the tenants be permitted to reduce rent for a future month by that amount as full recovery of the overpayment.

I further order that the rent amount is decreased by \$0.30 per month, from \$975.00 per month to \$974.70.

The tenants' application for an order permitting the tenants to change the locks to the rental unit is hereby dismissed.

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 10, 2022

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Residential Tenancy Branch