



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros Agencies Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

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 and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

The tenant attended the hearing with an Advocate, and the landlord was represented by an agent.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. the One Month Notice to End Tenancy for Cause dated November 30, 2021 is cancelled and the tenancy continues;
2. the landlord agrees that notices to enter the rental unit will be issued by the office of the landlord company, and the landlord agrees to comply with Section 29 of the *Act*, which states as follows:

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).

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 settlement.

Conclusion

For the reasons set out above, and by consent, the One Month Notice to End Tenancy for Cause dated November 30, 2021 is hereby cancelled and the tenancy continues.

I hereby order, with the consent of the landlord, that the landlord and its agents comply with Section 29 as set out above.

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: March 18, 2022

Residential Tenancy Branch