



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHUSWAP MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, LRE, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on May 4, 2022, wherein the Tenant sought the following relief:

- an order canceling a 1 Month Notice to End Tenancy for Cause issued on April 27, 2022 (the "Notice");
- an Order that the Landlord
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement; and;
 - be restricted from entering the rental unit; and,
- a Monetary Order for recovery of the filing fee.

The hearing was conducted by teleconference on September 6, 2022. Both parties called into the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me. The Tenant was not in attendance, however, a representative from the Office of the Public Guardian and Trustee appeared on his behalf. The Landlord's property manager, K.L. was also in attendance.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

Preliminary Matter—Landlord's Name

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to

amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) (RTA) 57(3)(c) (MHPTA) which allows an Arbitrator to amend an Application for Dispute Resolution.

On the Application the Tenant named the property manager, K.L., as Landlord. A review of the tenancy agreement confirms the Landlord is a business. I therefore Amend the Tenant's Application to correctly name the Landlord.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement are recorded in this my Decision pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Rules*. 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.

1. By no later than September 15, 2022, the Tenant shall provide the Landlord with a cleaning schedule for the rental unit.
2. Pursuant to section 29(1)(d) of the *Act*, the Landlord shall conduct monthly inspections of the rental unit. The parties further agree that:
 - a. these inspections shall be for the purpose of inspecting the cleanliness and maintenance of the rental unit;
 - b. these inspections shall occur on the third Thursday of every month between 9:00 a.m. and 3:00 p.m. (unless otherwise agreed to by the parties in writing);
 - c. the Landlord shall give the Tenant no less than 7 days notice of the start time of the inspection; and,

- d. the Landlord shall not be required to post notice of these monthly inspections.
3. The Tenant shall reduce his next month's rent by \$50.00 as compensation for one half of the filing fee paid for his Application for Dispute Resolution.
4. The parties agree that the Landlord's obligation to post notices of entry pursuant to section 29 of the *Act* shall be deemed effective should the Landlord send such a notice to the Tenant's representative by email one week prior to any entry.
5. To ensure proper notice to the Tenant of any entry to his rental unit, the Tenant's representative shall provide current contact information for the representative including a name, phone number and email address and shall ensure that this email account is monitored regularly.

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 8, 2022

Residential Tenancy Branch