



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LRE, OLC, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order suspending the landlord’s right to enter the rental unit pursuant to section 70;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord was represented by counsel, RD and the tenant was represented by an agent, YC. Neither party took issue with service of documents including the Notice of Dispute Resolution Proceedings or one another’s evidence packages.

Preliminary Issue

The landlord submitted evidence indicating the parties named as landlords in this proceeding were incorrectly named on the tenant’s application for dispute resolution. The tenant’s agent asked that the names be amended to reflect those shown in the landlord’s evidence package and the landlord’s counsel agreed it should be changed. I have corrected the landlord names and the proper spelling of the parties’ names appear on the cover page of this decision in accordance with Rule 4.2 of the Residential Tenancy Branch Rules of Procedure.

Settlement Reached

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

The landlord agrees that the landlord will provide 24 hours written notice to enter the rental unit in accordance with section 29 of the Act.

The landlord KSD will not enter the rental unit without another of the named landlords being present.

Both parties understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

Conclusion

These terms of settlement were recorded pursuant to Rule 8.4 of the Residential Tenancy Branch rules of procedure and section 63 of the *Residential Tenancy Act*.

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: December 19, 2022

Residential Tenancy Branch