



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LRE, LAT, OLC, FFT

### Introduction

This hearing dealt with the Tenants application filed under the *Residential Tenancy Act*, (the “*Act*”), requesting an Order for the Landlord to comply with the *Act*, for an order to suspend or set conditions on the Landlord’s right to enter the rental unit, for authorization to change the locks to the rental unit, and to recover the cost for filing for this application. The matter was set for a conference call.

The Landlord, and the Property Manager (the “Landlord”), as well as one of the Tenants and the Tenant’s Advocate (the “Tenants”) attended the hearing and were each affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The Tenant agreed that they had received the Landlord’s evidence package. The parties agreed that the Tenant had not served their documentary evidence to the Landlord.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

- Should the Landlord be ordered to comply with the *Act*?
- Are the Tenants entitled to an order to suspend or set conditions on the Landlord’s right to enter the rental unit?
- Are the Tenants to an order to change the locks to the rental unit?

### Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement regarding this dispute.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord will change the locks on the rental unit, and install a new keypad lock on February 6, 2023, between 12:00 – 2:00 p.m.
2. The Tenant agreed to allow the Landlord access to the rental unit on February 6, 2023, between 12:00 – 2:00 p.m. in order to change the locks to the rental unit.
3. Both parties agreed that the Tenants and the Landlord will have access to the key code to enter the rental unit.
4. Both parties acknowledged their understanding of their rights and responsibilities under the *Act* in regard to the Landlord's right to access the rental unit, and the requirement for written notice for entry set out in section 29 of the *Act*.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

### Analysis

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the parties to this dispute have reached a settlement agreement during these proceedings, I decline to award the recovery of the filing fee paid for this application.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

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: February 2, 2023

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Residential Tenancy Branch