



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Both parties and witnesses attended the hearing and gave sworn or affirmed testimony. The tenant said they tenant served the Application for Dispute Resolution by posting it on the door and the landlord agreed they received it and also the amendment. The landlord gave evidence they served a One Month Notice to End Tenancy for cause dated June 12, 2018 to be effective July 12, 2018. The effective date on the Notice is automatically corrected to July 31, 2018 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement.

Although the landlord was not legally served with the Application according to section 89 of the Act, I find they were sufficiently served pursuant to section 71(2) of the Act for the purposes of this hearing as the landlord acknowledged timely receipt of the Application and Amendment. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice to End Tenancy for cause;
- b) To set limits on the landlord's right to enter their suite;
- c) An Order that they may change the locks;
- d) A monetary order or rent rebate pursuant to Sections 7, 28, 29, 65 and 67 for loss of their peaceful enjoyment due to the actions of the landlord; and
- e) To recover filing fees for this application.

Issue(s) to be Decided:

Has the landlord proved on a balance of probabilities that they have good cause according to section 47 of the Act to end the tenancy? Or is the tenant entitled to any relief?

Has the tenant proved on a balance of probabilities that the landlord is entering their suite illegally and has disturbed their peaceful enjoyment contrary to section 28 of the Act? If so, to how much compensation have they proved entitlement?

Background and Evidence:

Both parties and witnesses attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. They agreed that the tenancy commenced in April 2018, that monthly rent is \$1575 and a security deposit and pet damage deposit, each in the amount of \$750 was paid.

The landlord provided reasons why they wanted to end the tenancy including a lock change without permission, making false accusations against the mother of the owner and videotaping persons on the property. They provided email evidence that there was a misunderstanding and the locks had not been changed.

The tenants claim \$3150 for a refund of rent for May and June 2018 for serious disturbance of their peaceful enjoyment by the landlord entering their property without notice. They claim \$600 in lost wages as one of them had to stay home due to an episode and \$100 for their filing fee. They recounted the episode of someone being in their kitchen and then running away when they realized someone was home; they believed it was the owner's mother but did not see her face. The owner denied his mother who is in her 70s would have the agility to do this as the suite is up two flights of stairs. No one knew who could have obtained a key to their suite. Police were called but could not determine if a crime had been committed. They said there may have been 3 entries by the landlord and one was just the mother knocking on the door.

The parties discussed the escalation of tensions between them over grass cutting, illegal entry to their suite and increased aggression. After considering the matter, they agreed it would be better for all to sever the relationship and for the tenants to move on.

After negotiation of terms, the parties freely and voluntarily and without any coercion by anyone entered into the following settlement agreement:

Settlement Agreement:

- 1. The tenants agree they will vacate the premises on September 30, 2018.**
- 2. The landlord agrees he will give the tenants \$500 in moving expenses and return their security and pet damage deposits on the day they move out and do move-out inspection provided there is no damage. The tenants are to pay their rent legally for August and September 2018.**

- 3. To give effect to this agreement, the landlord will receive an Order of Possession effective September 30, 2018 and the tenants will receive a monetary order for \$500 to be received on move-out.**

On the basis of the documentary and solemnly sworn or affirmed evidence, a decision has been reached.

Analysis

Based on the above noted settlement agreement, I find the tenancy is at an end on September 30, 2018 and the landlord is entitled to an Order of Possession effective September 30, 2018. I advise the parties that rent must be paid on time for August and September 2018 or the landlord may exercise their legal right to issue a 10 Day Notice for unpaid rent pursuant to section 46 of the Act; this would make the settlement agreement above null and void.

Based on the above settlement agreement, I find the tenants are entitled to a monetary order for \$500 to be paid on or before September 30, 2018 on move-out.

Conclusion:

The matter is settled on the terms and conditions noted above. I find the landlord entitled to an Order of Possession effective September 30, 2018 and the tenants entitled to a monetary order for \$500 to be paid at move-out. No filing fee is awarded as this was a settlement for a specific amount.

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: July 25, 2018

Residential Tenancy Branch