



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, CNC, OLC, FFT

Introduction

This hearing was set to deal with two applications filed by the tenant that were joined together. The tenant applied for:

- cancellation of a Two Month Notice to End tenancy for Landlord's Use of Property;
- cancellation of a One Month Notice to End Tenancy for Cause;
- orders for the landlord to comply with the Act, regulations or tenancy agreement; and,
- recovery of the filing fee(s).

Preliminary and Procedural Matters

At the outset of the hearing, I explored service of hearing materials with the parties. I heard that the parties had been exchanging their materials via email. Neither party took issue with service by email and neither party objected to the admittance of the evidence of the other party.

One of the applications before me pertained to cancellation of a Two Month Notice (file number ending with numbers 920). The landlord's legal counsel stated the landlord sought consent to withdrawal of the Two Month Notice and cancellation of the hearing set to deal with the disputed Two Month Notice. The tenant was agreeable to withdrawal of the Two Month Notice provided she recover the filing fee paid for the application filed to dispute it. The landlord agreed to pay the filing fee to the tenant. I considered the Two Month Notice withdrawn and the tenant's application ending in 920 to be resolved by providing the tenant with a Monetary Order for the filing fee of \$100.00.

As for the tenant's other application (file number ending with numbers 542), I was able to facilitate a settlement agreement in resolution of their disputes. I have recorded the terms of settlement by way of this decision and the Order of Possession that accompanies it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

During the hearing, the parties agreed to the following terms in resolution of their disputes:

1. The tenancy shall end no later than December 31, 2023 and the landlord shall be provided an Order of Possession reflecting this date.
2. The tenant is not required to pay any rent for the months of October 2023 through December 2023.
3. The landlord is authorized to retain the tenant's security deposit and accrued interest.
4. The landlord waives any right to pursue the tenant for unpaid rent or other damages that have been discovered up to today's date and the tenant waives entitlement to pursue the landlord for any damages determined up to today's date.
5. The landlord is entitled to the passcode for the entry door and that has been provided to the landlord during the hearing; however, the tenant must not change the passcode before the end of the tenancy.
6. The parties are to meet at the gate of the property at 5:00 p.m. on October 12, 2023 at which time the tenant shall provide the landlord with a key to the lock on the gate.
7. The landlord is at liberty to inspect the condition of the rental unit in accordance with section 29, 2023 of the Act. The landlord shall be limited to bringing one other person with her during such inspection(s).
8. The landlord shall not do anything to breach the tenant's right to quiet enjoyment for the remainder of the tenancy, including during an inspection, but if the landlord does act in such a way that the tenant's quiet enjoyment is breached the tenant may seek monetary compensation at a future date.
9. The landlord is at liberty to pursue the tenant monetarily for cleaning and/or damage to the property, if appropriate, after the tenancy ends.

10. The hearing scheduled for November 10, 2023 is cancelled (file number referenced on the cover page of this decision).

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, I provide the landlord with an Order of Possession effective on December 31, 2023.

I also take the appropriate steps to cancel the hearing set for November 10, 2023.

Further, with a view to avoiding a future conflict regarding inspections and the tenant's right to quiet enjoyment, I reproduce section 29 of the Act below. Section 29 provides for the landlord's **restricted** right to enter a rental unit during a tenancy.

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).

Given the past conflict between the parties and with a view to avoiding future disputes, I strongly encourage the landlord give the tenant a written notice of entry in accordance with s. 29(1)(b) rather than requesting oral consent from the tenant.

Where a landlord properly gives a notice in accordance with s. 29(1)(b) a tenant must not hinder or interfere with the landlord's right to enter; however, a landlord must not use the inspection an opportunity to harass or intimidate the tenant or other occupants of the rental unit.

Conclusion

The parties resolved their disputes by way of a settlement agreement that I have recorded by way of this decision.

The landlord is provided an Order of Possession with an effective date of December 31, 2023 to serve and enforce upon the tenant.

The tenant is provided a Monetary Order in the amount of \$100.00 to recover one of the filing fees the tenant paid for her applications.

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: October 10, 2023

Residential Tenancy Branch