



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT BETWEEN BOTH PARTIES

Dispute Codes DRI, AS, FF, O

Introduction

This matter dealt with an application by the tenant to dispute an additional rent increase, to be allowed to assign or sublet the rental unit; other issues and to recover the filing fee for this proceeding.

Through the course of the hearing the landlord and the tenant came to an agreement in settlement of the tenant's claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agree the tenant may rent the house, paddock, 11 stables, the barn where horse are currently stabled, indoor arenas and the outdoor horse track for \$919.80 per month;
- The parties agree that the tenant may sublease the house only and that the sublease tenant can use three horse stalls without further cost to the tenant;

- The parties agree the tenant may use the landlord's equipment to harrow the horse track when required
- The tenant agrees to pay half the garbage removal costs of \$35.00 per month to the landlord;
- The tenant agrees not to sublet the other horse stalls not currently used by the tenant or the tenants sublease tenant without reimbursement of any rent gained to the landlord;
- The tenant agrees not to increase the amount of horses at the property which are currently seven as from January 14, 2014 without the landlord's written permission;
- The landlord agrees not to unreasonable withhold permission for the tenant to have another horse and the amount of rent for an additional horse will be based on the monthly stall rent not exceeding \$150.00. This amount will be paid for wear and tear and not rental of the stall;
- The parties agree the landlord may access the property only to conduct business as a landlord or to sublet the trailer and shop without prior notice to the tenant;
- The landlord agrees that inspections of the property and rental unit will be conducted after 24 hours written notice has been provided to the tenant;
- The tenant agrees to ensure her tenant living in the house will be informed giving 24 hours notice of any inspections to be conducted by the landlord;
- The tenant agrees to maintain the property keeping it reasonable clean;

- The tenant agrees to conduct repairs and other regular maintenance at the property for any damage caused by the tenant's or subtenant's horses;
- The landlord agrees to ensure a bin is provided for the tenants use for all horse manure and refuse from the horse stalls;
- The tenant agrees to set up a schedule to have this bin removed and emptied at the tenant's cost.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenant's claim.

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: January 13, 2014

Residential Tenancy Branch

