



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, MNDC, MSD, O, OLC, RPP, MNSD

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed May 24, 2016.

Both parties attended the hearing by teleconference. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

Settlement

During the hearing the parties resolved matters by mutual agreement. Pursuant to section 62(3) of the *Residential Tenancy Act*, and *Residential Tenancy Branch Rules of Procedure 8.4* I record the parties' agreement in this my Decision. The terms of the parties' agreement is as follows:

1. The Notice to end tenancy issued on May 12, 2016 shall be cancelled;
2. The Tenant shall continue to have access to 1/3 of the garage storage area.
3. All communication relating to the tenancy shall be between the Tenant and the Landlord, R.J. and if possible the parties will use email to address any concerns, and all cases the parties commit to respectful communication.
4. The monthly rent shall continue at \$850.00 per month payable on the 5th of the month, until changed in accordance with the *Residential Tenancy Act*.

5. The rent for July 2016 shall be reduced by \$185.00 to \$665.00 representing compensation in the amount of \$100.00 for the Tenant's two outdoor chairs, \$35.00 for the Tenant's baby gate; and, \$50.00 for the filing fee. The rent shall continue at \$850.00 per month commencing August 2016.
6. The parties will continue to recycle and compost as required by the municipal bylaws. The Landlord will, by no later than July 6, 2016, provide to the Tenant information from the municipality confirming the expectations of the municipality with respect to garbage, recycling and compost collection and sorting.
7. The Tenant shall be permitted to park one vehicle inside the gate irrespective of time of day and shall park beside the turnaround, not directly in front of the house, and in any case in such a manner as to permit the Landlord to park in front of her vehicle.
8. The parties shall enter into a written residential tenancy agreement incorporating the above terms in addition to the terms (which do not conflict with the above) of the residential tenancy agreement entered into by the Tenant and the former Landlord, B.G. and R.G. on October 5, 2011.

Conclusion

The parties resolved matters by mutual agreement as set out in this my 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: June 22, 2016

Residential Tenancy Branch