



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for ‘Other’ issues and to recover the filing fee from the Landlord.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application and both parties confirmed receipt of each other’s evidence served prior to the hearing. No issues in relation to the service of documents were raised. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence and make submissions to me on the issues related to this dispute.

At the start of the hearing, the Tenant was asked to explain what remedies they were seeking from this hearing. The Tenant explained that in this tenancy, the Landlord was attempting to restrict the Tenant’s and her guests’ access to the rental unit and to beach access provided to her under the residential tenancy agreement. The Tenant also stated that there were parking issues at the rental unit which she wanted to resolve with the Landlord during this hearing. The Landlord stated that the tenancy was not working successfully and suggested that the tenancy should end by mutual agreement. The Tenant indicated that she was not willing to end the tenancy but rather wanted to know resolve this dispute with the Landlord. The Landlord was agreeable to mutual resolution.

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties to settle the dispute and if the parties settle the dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During the hearing, I allowed the parties to voice their concerns in this tenancy. I then allowed the parties to discuss the issues between them, engage in a conversation, and

turn their minds to resolution of the dispute. Both parties agreed to settle the Tenant's Application in full under the following terms.

Under Section 9 of the Schedule section of the Residential Tenancy Regulation, a landlord is not able to stop a tenant from having guests under reasonable circumstances in the rental unit and must not impose restrictions on guests. Flowing from this, the parties acknowledged and agreed that the Landlord cannot restrict the Tenant from having guests to the rental unit. The parties agreed that part of the tenancy agreement allowed access of the beach to the Tenant and that this would extend to the Tenant's guests. Therefore, the Tenant's guests cannot be restricted to the rental unit or the beach area. However, the Tenant is cautioned that if the Tenant's or her guests' conduct create a breach of the Act, such as noise disturbance, the remedy for the Landlord will be to issue the Tenant with a notice to end tenancy after compiling evidence to support the notice to end tenancy.

In relation to the parking, the residential tenancy agreement shows parking for one vehicle in the back yard of the rental property when it was entered into. However, the parties agreed that another space was provided to the Co-Tenant who was added to the tenancy agreement. The parties agreed that the Tenants or their guests are restricted to the two allotted parking spaces only. If the two parking spaces are used up at any time, the Tenants or their guests must not park any more vehicles in the back yard. If the Tenants or their guests breach this agreement the Landlord may consider this as a breach of the tenancy agreement after securing evidence of this.

The parties both agreed to move forward with resolution in this manner during and at the conclusion of this hearing. As I made no legal findings in this matter and assisted the parties to come to resolution, the Tenant's Application to recover the filing fee is dismissed. The parties are encouraged to work with each other in the best way possible to allow the tenancy to continue successfully and have been provided with information on how to remedy issues that may arise in the future. This file is now closed. 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 20, 2016

Residential Tenancy Branch

