



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, ERP, OLC, RP, RR, O

Introduction

On March 29, 2017, the Tenant applied for dispute resolution seeking the following:

- to make an emergency repair to the rental unit.
- for an order that the Landlord make repairs to the rental unit.
- for an order that the Landlord to comply with the *Residential Tenancy Act (the Act)*, regulations or tenancy agreement regarding guest visitation.
- For an order that the Landlord allow access to or from the site for the Tenant or the Tenant's guest.
- to allow the Tenant to deduct the cost of repairs, services or facilities from the rent.

The Tenant and Landlord attended the hearing.

The Tenant gave the Landlord written notice to end the tenancy effective April 30, 2017. The tenancy is ending in 12 days.

Section 9 of the *Residential Tenancy Regulation Schedule* states that a Landlord must not stop a Tenant from having guests under reasonable circumstances in the rental unit.

Settlement Agreement

At the start of the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Landlord agrees to comply with section 9 of the *Residential Tenancy Regulation Schedule*.
2. The Tenant withdraws his application in full as part of this mutually settled agreement.

3. The parties agree to act respectfully towards each other for the remainder of the tenancy.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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*.

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: April 18, 2017

Residential Tenancy Branch