



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE FF OLC

Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for:

- an Order directing the landlord to comply with the *Act* pursuant to section 62;
- an Order restricting the landlord’s ability to enter the rental unit; and
- a return of the filing fee.

Both parties attended the hearing, with the landlord being represented by agent, L.D. (the “landlord”). Both parties were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant’s application for dispute and evidentiary package.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time

1. The landlord agreed to provide the tenant with 24 hours written notice for all future showing requests.

2. Should the tenant not consent to the time proposed by the landlord for any showings, the tenant agreed to provide an alternative time allowing for a showing on the same date as requested by the landlord or his agent.
3. The landlord agreed to restrict private showings to four per week.
4. The landlord agreed to restrict open houses to one per every two weeks.
5. Should the tenant be away from the property, the tenant consented to allow showings he was notified of via text message sent to him with 24 hours' notice.
6. The landlord agreed not to allow any unattended open houses.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The parties agreed to the above noted settlement. Failure to adhere to the terms of the settlement may result in a future application for relief under the *Act*.

The tenant must bear the cost of his own filing fee.

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 12, 2018

Residential Tenancy Branch