



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI, ERP, PSF, LRE, AAT, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* to dispute a rent increase and for an order directing the landlord to comply with the *Act*, to provide services, to allow access to the tenants' guests and to carry out repairs. The tenant also applied for an order restricting the landlord's access to the rental unit and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The landlord's cousin also attended to assist the landlord.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence. The landlord stated that he had received the tenant's application for dispute resolution but had not received a copy of the tenant's evidence.

After some discussion, the tenant agreed that he had not attached a copy of his evidence to the hearing package that was served on the landlord. Accordingly the tenant's evidence was not used in the making of this decision. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord deny access to the tenants' guests? Did the landlord remove a service that was provided to the tenant as per the tenancy agreement? Does the landlord carry out routine maintenance of the rental property? Is the tenant entitled to an order restricting the landlord's access to the rental unit?

Background and Evidence

The tenancy started on April 01, 2018. The monthly rent is \$1,100 and includes utilities. Prior to moving in the tenant paid a security deposit of \$550.00. The tenant's parents, who are not named on the tenancy agreement, moved in on September 15, 2018 and continue to reside in the rental unit. The landlord requested an additional \$100.00 to cover the cost of utilities. The parties were unable to reach an agreement on the cost of increased utilities. The landlord agreed that certain items in the unit needed repair or replacement.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The landlord agreed to allow the tenant's parents to reside in the rental unit with an additional cost of \$100.00 towards utilities.
- The tenant agreed to pay an additional \$100.00 per month effective September 15, 2018
- The landlord agreed to allow the tenant to use the laundry machine to wash three loads per week.
- The landlord agreed to have the fireplace and the leaking faucet repaired no later than October 31, 2018.
- The landlord agreed to replace the kitchen stove on a date that is convenient for both parties.
- Both parties stated that they understood that the above agreement is binding and both parties acknowledged that they understood and agreed with the above terms of their agreement.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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 16, 2018

Residential Tenancy Branch