



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALLIE LAU REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPT, PSF, RR, MNDCT, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, for an Order of Possession, for an Order requiring the Landlord to provide services or facilities, for a rent reduction, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord and the Tenants agree that on June 03, 2020 the Dispute Resolution Package was emailed to the Landlord. Email service was permitted on June 03, 2020, due to the COVID-19 pandemic.

The Tenants submitted evidence to the Residential Tenancy Branch on June 01, 2020. The Landlord and the Tenants agree that this evidence was emailed to the Landlord on June 03, 2020. As this evidence was received by the Landlord, it was accepted as evidence for these proceedings.

The Landlord submitted evidence to the Residential Tenancy Branch on June 12, 2020. The Landlord and the Tenants agree that this evidence was emailed to the Landlord on June 12, 2020. Email service was permitted on June 12, 2020, due to the COVID-19 pandemic. As this evidence was received by the Landlord, it was accepted as evidence for these proceedings.

The Agent for the Landlord with the initials "PN" stated that the Landlord submitted evidence to the Residential Tenancy Branch on June 18, 2020. The parties were advised that I was unable to locate this evidence. The Agent for the Landlord with the initials "PN" stated that the Landlord wished to proceed with the hearing, with the understanding I could not view the evidence and with the understanding that the Landlord could request an adjournment if it became necessary for me to view that evidence. This hearing was concluded without the Landlord requesting an adjournment.

All parties affirmed that they would speak the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to compensation for being unable to access their storage locker?

Is there a need for me to issue an Order requiring the Landlord to provide the Tenant with access to their storage locker?

Background and Evidence:

Prior to discussing the merits of this Application for Dispute Resolution, the parties agreed to settle all issues in dispute at these proceedings under the following terms:

- The Landlord will ensure that all of the access tabs provided to the Tenants for this tenancy are working properly;
- The Landlord will pay any costs associated to ensure those fobs are working properly;
- The rent for June of 2020 will be reduced by \$200.00.

This settlement agreement was summarized for the parties on at least two occasions. The parties clearly indicated that they agreed to settle this dispute under these terms.

The parties acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis:

All issues in dispute have been settled in accordance with the aforementioned settlement agreement.

Conclusion:

This dispute has been settled in accordance with the aforementioned settlement agreement.

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 26, 2020