



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KETTLE FRIENDSHIP SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on December 21, 2019 for an order that the Landlord comply with the Act, regulation and/or tenancy agreement (the "Application").

A hearing on this matter occurred February 27, 2020 and a decision was issued March 02, 2020. The Tenants sought and were granted a review hearing. The review decision was issued March 26, 2020.

The matter came before me for a review hearing June 01, 2020. The matter was adjourned at the request of the Landlord and by agreement of both parties.

The matter came before me June 12, 2020. The matter was adjourned at the request of the Tenants and by agreement of both parties.

The matter came before me June 22, 2020 and an Interim Decision in relation to jurisdiction was issued July 22, 2020.

The matter came before me August 27, 2020 and was adjourned at the request of the parties and by agreement of the parties.

The matter came before me September 10, 2020. This decision should be read with the prior decisions in this matter.

The Tenant appeared at the hearing with R.P. and Z.M. J.S., D.M. and R.H. appeared at the hearing for the Landlord.

The parties advised that a settlement agreement had almost been reached between Tenant S.B. and the Landlord. The parties required 15 minutes to finalize this and were provided 15 minutes at the start of the hearing to do so.

Z.M. then confirmed Tenant S.B. is withdrawing the request for an order that the Landlord comply with the Act, regulation and/or tenancy agreement. This request is withdrawn as it relates to Tenant S.B.

I explained the hearing process to the parties who did not have questions when asked. The Tenant, J.S. and D.M. provided affirmed testimony.

Service has been addressed in prior decisions.

I decided the issue of jurisdiction in a prior decision.

At the outset of the hearing, R.H. mentioned the possibility of settlement. Given this, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained to the parties that settlement discussions are voluntary and neither party had to agree to discuss settlement.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord will provide the Tenant with a fob access card that allows entry into the building including the first and second doors.
2. The Tenant will be responsible for the cost of replacement fobs if lost, stolen or damaged.

3. The Landlord will not require the Tenant's guests to provide identification or sign in upon entering the building.
4. The Landlord will not require the Tenant to escort the Tenant's guests when they are exiting the building.
5. The Landlord agrees that the Tenant is permitted to have overnight guests subject only to a limit of 14 consecutive nights per guest. If the Tenant requires an exception to this overnight guest limit, he is welcome to discuss the matter with the Landlord.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 10, 2020

Residential Tenancy Branch