



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, AAT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the provision of services and facilities - Section 65;
2. An Order allowing access to the unit for the Tenant’s guests - Section 70.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

It was noted that the Tenant provided evidence with its application to the Residential Tenancy Branch (the “RTB”). The Landlord states that no evidence was provided by the Tenant and that no evidence was included in the hearing package that was received by the Landlord in their mailbox. The Landlord states that the hearing package was not sent by registered mail. The Tenant states that the evidence was provided with the hearing package by registered mail sent February 6, 2021. The Tenant does not currently have evidence of the tracking number for the registered mail as the Tenant is not where this evidence is. The Tenant states that it has evidence of the Landlord’s breach of the Tenant’s quiet enjoyment but confirms that no claim for this breach was made in the application.

Rule 3.1 of the RTB Rules of Procedure (the “Rules”) provides that an applicant’s evidence submitted to the RTB must be provided to the respondent. Rule 2.2 of the

RTB Rules provides that claims are limited to what is stated in the application. As the Tenant has no supporting evidence of the provision of its evidence to the Landlord and given the Landlord's evidence that no evidence was provided, I find on a balance of probabilities that the Tenant did not provide its evidence to the Landlord. I therefore decline to consider the Tenant's documentary evidence. As the Tenant did not include a claim for breach of right to quiet enjoyment, the Tenant remains at liberty to make such a claim however it will not be considered in these proceedings. The Tenant was given opportunity to provide oral evidence at the hearing and only in relation to the claims made by the Tenant in the application.

During the hearing the Parties reached a settlement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

Agreed Facts

The tenancy started on December 15, 2028 with rent of \$1,400.00 payable monthly. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The rent is currently \$1,300.00 payable on the first day of each month.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord will turn the water faucet on the side of the house back on for use by the Tenant;**
- 2. The Landlord will request an extra garbage bin from the city for use by the Tenant;**
- 3. The Landlord will not unreasonably restrict the Tenant's guests from access to the unit; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I order the Landlord to meet the terms of the agreement in relation to the garbage bin and the water tap as soon as possible. As the Landlord's agreement in relation to guests is required under the Act, I order the Landlord to comply with this term of the agreement immediately. Should the Landlord fail to act as agreed, the Tenant has leave to reapply for compensation.

Conclusion

The dispute is settled by mutual agreement.

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

Dated: April 28, 2021

Residential Tenancy Branch