



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **DRI, OLC, LAT, LRE, FFT**

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order to dispute a rental increase pursuant to section 41;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order for a lock change authorization for the tenant's unit pursuant to section 31;
- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

All parties attended the hearing and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

The hearing lasted 29 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

1. On May 25, 2021 between 5:00 PM and 6 PM, the landlord shall change the lock to the tenant's bedroom; only the tenant and the landlord shall have access to the key.
2. The landlord acknowledged that the tenant does not have reliable email and texting and will not communicate with her by these methods.
3. The landlord acknowledged that a **notice to enter** must be delivered in-person or posted to the tenant's door at least 24 hours before the landlord enters the unit.
4. The tenant is granted reimbursement of the filing fee and may deduct \$100.00 from the monthly rent on a one-time basis only.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

This application is resolved on the above terms reached by settlement between the parties.

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: May 20, 2021

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Residential Tenancy Branch