



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT OLC

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to dispute a 14-day overnight guest policy, a requirement to produce identification (ID) and for a monetary claim of \$650.00 for compensation for damage or loss under the Act, regulation or tenancy agreement.

The tenant, an advocate for the tenant, LV (advocate), an agent for the landlord, MG (agent) and legal counsel for the landlord, AC (counsel) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The parties were also given the opportunity to ask questions.

The hearing began on July 26, 2021, and was adjourned after 58 minutes to allow additional time for the parties to present their evidence. On December 3, 2021, the hearing continued and by request of the parties, the matter was adjourned again after 38 minutes. On this date, April 19, 2022, the hearing continued and after 90 minutes, this matter was resolved by way of a mutually settled agreement pursuant to section 63 of the Act, which I will describe in detail below.

As neither party raised evidentiary service issues, I find the parties were sufficiently served in accordance with the Act.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording

devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Background and Evidence

There is no dispute that the tenancy began in 2020.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenant is not bound by a 14-day or 30-day overnight guest restriction.
2. The parties agree that if the tenant requires or accepts a new occupant, they must inform the landlord for the sole purpose of determining whether acceptance of the new occupant impacts the eligibility of the tenant for subsidized housing.
3. The parties agree that the tenant's son will be issued a VNHS ID to present when entering the rental building, if requested.
4. Further to 3 above, if the tenant requires additional guest ID cards, the landlord will consider all such requests.
5. The tenant agrees as part of this mutually settled agreement that the tenant will abandon their monetary portion of this claim.
6. The parties agree that the tenant's guests will only be required to present ID or sign in, if requested to do so.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. 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.

As the filing fee was already waived, it is not granted.

Conclusion

I ORDER the parties to comply with the terms of this settled agreement in accordance with sections 62(3) and 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement.

This decision will be emailed to the parties as described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 19, 2022

Residential Tenancy Branch