



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes RP, PSF, LRE, OLC, LAT, RR, RPP, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on May 31, 2023, wherein the Tenant sought the following relief:

- an Order that the Landlord:
 - make repairs, emergency and otherwise to the rental unit;
 - provide services or facilities as required by law;
 - be restricted from entering the rental unit;
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenant to change the locks on the rental unit;
- an Order permitting the Tenant to reduce their rent for services or facilities not provided;
- an Order that the Landlord return the Tenant's property; and
- recovery of the filing fee

The hearing was conducted by teleconference at 11:00 a.m. on September 25, 2023. This hearing convened as a result of the Tenant's Application for Dispute Resolution wherein the Tenant requested an Order cancelling a Notice to End Tenancy for Cause issued on * (the "Notice") and to recover the filing fee.

The hearing of the Tenant's Application was scheduled for teleconference at * on *. Both parties called into the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

1. Within 2 weeks of the date of the hearing the Landlord shall repair the laminate flooring in the rental unit.
2. Commencing October 1, 2023, the Tenant shall be permitted to reduce her monthly rent by \$150.00 to compensate her for lack of outdoor storage at the rental unit.
3. On 48 hours notice to the Landlord the Landlord shall provide the Tenant's wood to her. The Tenant agrees not to store the wood outside her rental unit.
4. The Landlord shall comply with section 29 of the *Act* in terms of entry to the rental unit.

The Tenant acknowledged during the hearing that the Landlord had provided her keys to all locks related to her rental unit. She stated that she sought access to *other* rental units. As discussed during the hearing, a tenant is entitled to access to their rental unit and have no right to access to others. Accordingly, this request is dismissed without leave to reapply.

Both parties were reminded that they are prohibited from changing the locks to the rental unit without the other parties' consent and must ensure both the Landlord and the Tenant have keys to all locks on the rental unit.

The Tenant's request for a retroactive rent reduction for lack of outdoor storage prior to October 1, 2023, and for compensation for any amounts associated with the heat pump are dismissed with leave to reapply.

As I find the Application had merit, and provided a mutual benefit to the parties, I find they should share the cost of the filing fee pursuant to section 72 of the *Act*. I therefore order the Tenant may reduce her next months' rent by a further \$50.00 as compensation for one half the filing fee.

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: September 27, 2023

Residential Tenancy Branch