



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAYMAR REALTY LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RP, RR, FF

### Introduction

These hearings took place in response to an Application for Dispute Resolution (the "Application") made by the Tenant on August 6, 2015. The Tenant applied for the following issues: for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulations or tenancy agreement; for the Landlord to make repairs to the rental unit; to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the filing fee.

The Tenant, the Tenant's wife, and an agent for the company Landlord appeared for first hearing. During that hearing the Landlord's agent requested an adjournment of the hearing as the property manager was unable to attend due to travel arrangements that had been made prior to the scheduling of that hearing. In an Interim Decision dated October 15, 2015 I outlined my reasons for allowing the first hearing to be adjourned to this reconvened hearing.

The agent for the company Landlord, the property manager and the Tenant appeared for the reconvened hearing; however, only the property manager and the Tenant provided affirmed testimony. The Tenant testified that he had served the Landlord with his Application by sliding the documents in an office in the residential building used by the property manager. The property manager stated that although the Tenant had not served documents for this hearing in accordance with the Act, he wanted to proceed with the hearing as he had sufficient time to consider the Tenant's Application.

At the start of the hearing, the property manager and Tenant explained that they had tried to come to a written mutual agreement on the repairs that were required to be completed in the rental unit. The unsigned agreement was provide into evidence. I asked the parties whether they wanted to continue to their discussion on resolution by way of a settlement agreement or by a decision on the Tenant's Application.

The parties discussed the issues between them, turned their minds to compromise, and decided to settle the Tenant's Application in full by mutual agreement.

### Settlement Agreement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties agreed that the Landlord will complete the full repairs to the bathroom linoleum and incur the cost of this repair. This repair is to be completed by February 15, 2016.

The parties agreed that the Tenant is responsible for the cost of repair/replacement to the kitchen linoleum floor. The Landlord agreed to provide the Tenant with an estimate of the cost for replacing the kitchen linoleum floor by January 15, 2016. The purpose for this is to allow the Tenant to make an informed decision as to whether he would rather pay the Landlord to replace it or whether he wants to arrange the repair/replacement himself. In any case, the parties agreed that the Tenant will be responsible for completing the repair/replacement of the kitchen linoleum by February 29, 2016.

The parties agreed that the above resolution was in full satisfaction of the Tenant's Application. The parties agreed that the Tenant can deduct \$25.00 from his next installment of rent to satisfy his Application to recover the full filing fee. The parties were cautioned about the importance to meet their repair obligations in accordance with the agreed conditions above and in accordance with the Act. The parties confirmed their voluntary agreement to resolution in the manner both during and at the end of the hearing. This file is now closed.

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: December 21, 2015

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Residential Tenancy Branch

