



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, ERP, RP, LRE, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to make emergency repairs for health or safety reasons, pursuant to section 33;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- an order to suspend or set conditions on the landlords' right to enter the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two individual landlords, landlord KF ("landlord") and "landlord SY" and the two tenants, "male tenant" and "female tenant" (collectively "tenants"), attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she is the property manager and landlord SY confirmed that she is the building manager and both stated they had authority to represent the landlord company named in this application, as agents at this hearing (collectively "landlords"). This hearing lasted approximately 34 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and the female tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' Application and the tenants were duly served with the landlords' written evidence.

Issues to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to an order requiring the landlords to make emergency repairs for health or safety reasons?

Are the tenants entitled to an order requiring the landlords to make repairs to the rental unit?

Are the tenants entitled to an order to suspend or set conditions on the landlords' right to enter the rental unit?

Are the tenants entitled to recover the filing fee for their Application?

Background and Evidence

Both parties agreed that this tenancy began on February 15, 2013. Both parties agreed that monthly rent in the current amount of \$1,539.00 is payable on the first day of each month. Both parties agreed that a security deposit of \$725.00 and a pet damage deposit of \$725.00 were paid by the tenants and the landlords continue to retain these deposits.

The tenants applied for a monetary order of \$25.00 as compensation for the inability to use a parking space at the rental unit. They applied to restrict the landlords' right to enter their unit and for the landlord to perform emergency and regular repairs. The tenants also applied to recover the \$100.00 filing fee for this Application.

Analysis

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

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. The landlords agreed to perform all repair and inspection requests, as outlined in the tenants' email, dated December 22, 2015, a copy of which all parties identified, reviewed and confirmed during this hearing;
 - a. The exception to the above repairs, is that rather than replacing the dining room carpet, the landlord is willing to speak to the landlord owner of the rental unit and assess and inspect the large stain in the carpet to determine whether repairs or replacement are required;
 - b. In addition to the above repairs, the landlords will inspect all banisters in the rental unit and perform necessary repairs if required;
2. The tenants agreed not to pursue their Application for \$25.00 for the parking space and for an order restricting the landlords' right to enter the rental unit, based on this settlement agreement;
3. The tenants agreed to bear the cost of the \$100.00 filing fee for their Application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing.

These particulars comprise a full and final settlement of all aspects of this dispute. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

I order the landlords to perform the repairs and inspections agreed to in this settlement agreement.

The tenants' Application to recover the \$100.00 filing fee, the monetary order for \$25.00 for the parking space, and to restrict the landlords' right to enter the rental unit, are dismissed without leave to reapply.

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: April 15, 2016

Residential Tenancy Branch