



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AQUILINI PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, ERP, PSF, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; an order to the landlord to provide services or facilities required by law pursuant to section 65; an order to the landlord to make repairs (including emergency repairs) to the rental unit pursuant to section 33; and to recover his filing fee for this application pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn 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.

Background and Evidence

The tenant testified that he has had ongoing difficulties in receiving responses and action as a result of his requests to the landlord for repairs. However, the tenant testified that, prior to this hearing many of the issues that were outstanding when he filed his Application for Dispute Resolution have now been resolved.

The landlord testified that he wants to ensure that repairs and maintenance are completed for the tenant. The landlord has provided \$1363.00 in compensation to the tenant for inconvenience.

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. 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 mutually agreed as follows:

1. The landlord agreed to send a service person to the tenant's apartment on or before June 15, 2016 to ensure that his heat regulator in the unit is in working order.
2. The landlord agreed to have the property manager attend to the stairs outside and nearby the tenant's apartment on or before June 15, 2016 to ensure that all nails, screws and other tripping hazards are addressed.
3. The tenant agreed that access to a yard beyond a fenced gate on the property is not included as an area he is privy to access as part of his tenancy agreement.
4. The landlord agreed to ensure maintenance of the lawn, weeds, garden on the property, particularly near the tenant's window.
5. The tenant agreed to address any concerns with respect to his upstairs neighbour directly to the landlord.
6. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I order that the landlord send a service person to the tenant's apartment on or before June 15, 2016 to ensure that his heat regulator in the unit is in working order.

And to further give effect to the settlement reached between the parties, I order that the landlord have the property manager attend to the stairs outside and nearby the tenant's apartment on or before June 15, 2016 to ensure that all nails, screws and other tripping hazards are addressed.

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: June 07, 2016

Residential Tenancy Branch