



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD. IMH 415 & 435 MICHIGAN APARTMENTS LTD.

and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

PSF RR FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on September 8, 2016. The Tenant filed seeking an order for: the Landlord to provide services or facilities required by the tenancy agreement or law; for reduced rent for services, or facilities agreed upon but not provided; and to recover the cost of his filing fee.

The hearing was conducted via teleconference and was attended by two agents for the ownership group; their legal counsel (Counsel); and the Tenant. Each person, excluding Counsel, provided affirmed testimony.

The current ownership group purchased the property in January 2016 and continued to have the previous property management company, L.P.M.L. (the Respondent named on the Tenant's amended application), manage the rental property. On October 1, 2016 the ownership group turned over management of the rental property to D.P.L.

The current agents of D.P.L. confirmed receipt of the Tenant's application for Dispute Resolution and notice of hearing documents. All parties were in agreement to have the name of the respondent changed to D.P.L. as suggested by Counsel. The undisputed evidence was that the previous management company no longer had authority to act on behalf of the owners. Therefore, I amended the style of cause to remove the previous management company and listed the current management company, in accordance with section 64 (3)(c) of the Act.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The Tenant has occupied the rental unit since approximately May 2002, based on a written tenancy agreement entered into with a former property management company. The current monthly rent is \$946.68, payable on or before the first of each month. In May 2002 the Tenant paid \$335.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

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 and achieved a mutually agreed upon resolution. That agreement included, in part, that the Tenant would withdraw his application for Dispute Resolution and the specific terms of the settlement agreement would remain confidential and unpublished.

Section 62(3) of the *Act* stipulates that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement and an order that this *Act* applies.

After careful consideration of the foregoing settlement, and in consideration that no findings of fact or law were made regarding the merits of the Tenant's application, I hereby grant the Tenant leave to file another application for Dispute Resolution in the event the terms of the aforementioned settlement agreement are not fulfilled by December 31, 2016.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*, as stated above. In the event the terms are not fulfilled by December 31, 2016, the Tenant will have leave to file another application for Dispute Resolution.

This decision is final, legally binding, 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: November 09, 2016

Residential Tenancy Branch