



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, FF

Introduction

On November 28, 2016, the Tenant applied for dispute resolution seeking the following:

- to make emergency repairs to the rental unit.
- to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenants testified that they provided the Residential Tenancy Branch with a copy of their documentary evidence; however, they did not serve any evidence on the Landlord.

Since the Landlord has not had an opportunity to consider the Tenant's evidence the evidence will not be considered in this hearing.

There was difficulty in understanding the Tenants due to a language barrier and the Tenant's advocate interpreted and spoke on behalf of the Tenants.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Landlord agrees to paint the ceiling of the bathroom.
2. The Landlord agrees to inspect the bathroom fan to ensure it is working properly.
3. The Landlord agrees to caulk the area around the bathtub.
4. The Tenants agree to allow unimpeded access to the Landlord or the Landlord's maintenance person to the bathroom, and will not obstruct or interfere with the Landlord's completion of the work.

The Landlord agreed to arrange to have the work done as soon as possible.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

The Tenant agreed to waive the request for the return of the filing fee as part of the settlement.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: December 23, 2016

Residential Tenancy Branch