



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA WOMEN'S RESOURCE SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP RP PSF

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on November 4, 2016. The Tenant filed seeking orders for: emergency repairs for health or safety reasons; to make repairs for the unit, site, or property; and to have the Landlord provide services or facilities required by law.

The hearing was conducted via teleconference and was attended by two agents for the Landlord (the Landlords), the Tenant, and the Tenant's Witness. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Each party acknowledged receipt of the evidence submitted by each other. No issues on service or receipt were raised. As such, I accepted the submissions by both parties as evidence for these proceedings.

Upon review of the Tenant's application the Landlords clarified their corporate name and requested that the application be amended to show the correct name. No issues were raised regarding that request so the style of cause was amended as shown on the front page of this Decision, pursuant to section 64(3)(c) of the Act.

In addition the Tenant wrote in the Details of Dispute on her application, in part, as follows: "...needs pest control treatment & compensation..." there was no indication on the application for Dispute Resolution or in the Tenant's evidence that the compensation sought was monetary. Furthermore, there was no indication of an amount being sought for compensation if it was intended to be monetary. Therefore, I declined to hear any submissions regarding a monetary request and proceeded to hear the matters relating to the requests for repairs and/or services and facilities.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

#### Issue(s) to be Decided

- 1) Have the parties agreed to settle these matters?
- 2) If so, what are the terms of the settlement agreement?

#### Background and Evidence

The Tenant entered into a month to month tenancy agreement which began on August 9, 2016. A subsidized rental amount of \$375.00 is payable on or before the first of each month. On August 9, 2016 the Tenant paid \$350.00 as the security deposit based on market value rent.

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 resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution;
- 2) The Landlord and Tenant agreed to follow any requests or orders issued by the municipal by-law officer relating to pest control, after his inspection which was scheduled to occur on December 7, 2016.
- 3) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Tenant's application and that no findings were made on the merits of the said application for dispute resolution; and
- 4) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

Conclusion

The parties agreed to settle these matters and would work towards resolving any issues identified by the municipal inspector, pursuant to section 63 of the Act.

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: December 08, 2016

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Residential Tenancy Branch