



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

CNC ERP RP FF

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, dated November 24, 2016 (the "Application"). The Tenants applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a 1 Month Notice to End Tenancy for Cause, dated November 14, 2016 (the "1 Month Notice");
- an order that the Landlord make emergency repairs for health or safety reasons;
- an order that the Landlord make repairs to the unit, site or property; and
- an order granting recovery of the filing fee.

The Tenants attended the hearing on their own behalves. The Landlord attended the hearing but was represented by his son, L.I., who spoke for the Landlord during the hearing. All parties giving evidence provided a solemn affirmation.

### Preliminary and Procedural Matters

A hand-written note, signed and dated by the Landlord, was provided in the Landlord's documentary evidence. It confirms the correct spelling of the Landlord's name, which is spelled incorrectly on the Application. Pursuant to section 64 of the *Act*, I amend the Tenants' Application to reflect the correct spelling of the Landlord's name.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. 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, which would be documented in my Decision.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Landlord agrees to withdraw the 1 Month Notice. The tenancy will continue until otherwise ended in accordance with the *Act*.
2. The Tenants agree to remove the bicycles, snowboards and other personal items being stored in the common areas of the building, as depicted in the Landlord's photographic evidence labelled 2A and 2B. The items are to be removed on or before January 31, 2017.
3. The Tenants agree to keep all heat registers and vents in the rental unit clean and clear of any obstructions.
4. The Landlord agrees to clean, repair and repaint the following items within a reasonable timeframe, and no later than January 31, 2017:
  - a. the window sills in the rental unit;
  - b. the holes in walls depicted in the Landlord's photographic evidence labelled 5, 6, 7 and 8;
  - c. the plaster and paint depicted in the Tenants' photographic evidence labelled Hallway 1 and Hallway 2; and
  - d. the damaged plaster in the Tenants' spare bedroom, as depicted in the Tenants' photographic evidence labelled Spare Bedroom 8 and Spare Bedroom 9.
5. The Landlord agrees to clean and repair the damaged tile and caulking in the Tenants' bathroom, as depicted in the Tenants' photographic evidence labelled Bathroom 3.
6. The Tenants agree to withdraw their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*. As the above agreement was reached through negotiation, I decline to award recovery of the filing fee.

***The parties are encouraged to consider Residential Tenancy Branch Policy Guideline #1, which clarifies the responsibilities of landlords and tenants with respect to maintenance, cleaning, and repairs of residential properties.***

Conclusion

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

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: January 06, 2017

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Residential Tenancy Branch