



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JORDAN HOLDINGS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      DRI, OLC, ERP, RP, PSF, RR, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to make emergency and regular repairs to the rental unit, pursuant to section 33;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

One of two tenants, tenant CE ("tenant"), the individual landlord, RM ("landlord") and the landlords' lawyer, attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that his lawyer had authority to speak on his behalf at this hearing. Tenant CE was an agent for the other tenant, "tenant DK," who did not appear at this hearing but was named in the tenant's application and in the parties' written evidence. Both the landlord and his lawyer confirmed that they had authority to speak on behalf of the landlord company named in this application at this hearing. Both the landlord and the landlord company are referred to collectively as "landlords" in this decision and the resulting order of possession.

This hearing lasted approximately 120 minutes, in order to allow both parties to fully negotiate a settlement of this application and their other current issues.

The landlord confirmed receipt of the tenants' application for dispute resolution package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' application and the tenants were duly served with the landlords' written evidence package. I had not received the landlords' most recent written evidence package prior to the hearing;

however, as this matter settled, I do not find it necessary to make any findings with respect to service of these documents to the Residential Tenancy Branch ("RTB").

At the outset of the hearing, the landlord requested an adjournment of the hearing. However, as the landlord and his lawyer confirmed that they wanted to settle this matter instead of having an adjournment of the hearing, and both parties voluntarily agreed to settle this matter at the hearing, I was not required to make a decision regarding the landlords' adjournment request.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the name of the landlord company. The landlord and his lawyer consented to this amendment. The correct legal name of the landlord company now appears on the front page of this decision and the resulting order of possession. During the hearing, the landlord and his lawyer verbally confirmed the correct legal name of the landlord company. Both the landlord and his lawyer verbally affirmed at the hearing that the landlord and the landlord company named in this application are proper landlords for this tenancy. The landlord initially raised a question as to who the proper landlords were for this tenancy.

### 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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed this tenancy will end by 1:00 p.m. on May 31, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed, at their own cost, to have a licensed, certified technician inspect the wood furnace at the rental unit by February 10, 2017;
  - a. the landlords will obtain written inspection findings from the licensed, certified technician and provide it to the tenants immediately thereafter;
3. If the certified, licensed technician recommends a repair or replacement of the wood furnace at the rental unit, as per the inspection findings above, the landlords agreed, at their own cost, to repair the wood furnace to proper, working order within 15 days or replace the wood furnace to ensure it is in proper, working order, within 30 days after the recommendations are made;
  - a. the landlords will obtain written recommendations from the licensed, certified technician and provide it to the tenants immediately thereafter;
4. If the above conditions #2 and/or #3 are not met, I order the tenants to deduct \$375.00 from their monthly rent payable to the landlords for this tenancy at the rental unit, beginning on the first day of the following month after the violations occur;

- a. if the parties disagree as to whether the rent reduction should cease or continue, both parties have leave to reapply at the RTB for dispute resolution;
5. The tenants agreed to assist the landlords in finding and recommending certified, licensed wood furnace technicians as well as arranging appointments for inspections, repairs and replacements;
6. The tenants agreed to provide the landlords with a key to the rental unit by February 10, 2017;
7. The tenants agreed to allow access to the rental unit for the above inspections, repairs and/or replacements, provided that the landlords give the tenants notice in accordance with section 29 of the *Act*;
8. The landlords agreed that the tenants are entitled to deduct \$400.00 from their January 2017 rent payment, and that the tenants have already made this rent deduction and do not owe any further rent to the landlords for January 2017;
9. The landlords agreed that the tenants are entitled to deduct \$50.00 from their March 2017 rent payment due to the landlords for this rental unit and this tenancy, in full satisfaction of the monetary award for half of the filing fee for this application;
10. The tenants agreed to bear the cost of the other half of the filing fee of \$50.00 for this application;
11. Both parties agreed that all future rent payments for this rental unit and this tenancy are to be made by way of cheques to be provided by the tenants to the landlords;
12. Both parties agreed that they will contact the landlords' lawyer, who confirmed that she is available by phone, text message, email and in person, regarding tenancy matters and that she will facilitate communication between the parties for the remainder of this tenancy;
13. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2017. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2017. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenants must bear the cost of \$50.00 for half of the filing fee for this application.

I order the tenants to deduct \$50.00 from the March 2017 rent payable to the landlords for this tenancy in full satisfaction of the monetary award for half of the filing fee for this application.

I order the landlords to complete the inspection and repairs or replacements as per conditions #1 and #2 above. If the above conditions #2 and/or #3 are not met, I order the tenants to deduct \$375.00 from their monthly rent payable to the landlords for this tenancy at the rental unit, beginning on the first day of the following month after the violations occur. If the parties disagree as to whether the rent reduction should cease or continue, both parties have leave to reapply at the RTB for dispute resolution.

I order that the tenants are entitled to a past rent reduction of \$400.00 from their January 2017 rent payable to the landlords, which has already been deducted by the tenants.

I order the tenants to provide the landlords with a key to the rental unit by February 10, 2017. 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: February 08, 2017

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Residential Tenancy Branch