



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JORDAN DEVELOPMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      RP, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order directing the landlord to carry out repairs and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the tenant entitled to the remedy he has applied for?

### **Background and Evidence**

The tenant testified that his carpet needed to be replaced and filed close up photographs of patches that are bare. The landlord also filed photographs of the carpet taken from a reasonable distance. The parties could not agree on the size of the damaged areas. The landlord offered to repair and stretch the carpet as needed but the tenant wanted the carpet replaced.

These parties attended a prior hearing when the tenant had made a similar application. The Arbitrator ordered the landlord to repair the carpet which he did.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement under the following terms.

- The landlord agreed to replace the carpet on condition that the tenant agreed to cover half the cost. The landlord agreed to provide the tenant with an invoice for the cost.
- The tenant agreed to cover half the cost of replacing the carpet.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

## **Conclusion**

Pursuant to the above agreement, the landlord will replace the carpet in the rental unit and the tenant will cover half the cost of doing so

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 24, 2017

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Residential Tenancy Branch

