



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP, PSF

Introduction

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

- an order requiring the landlord to make emergency and regular repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;

The landlord's agent and the two tenants 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's agent confirmed that she is the property manager for the landlord company named in this application and that she had authority to speak on its behalf at this hearing.

The hearing began at 11:00 a.m. with a different Arbitrator. The tenants appeared at approximately 11:05 a.m. and the landlord's agent appeared at approximately 11:13 a.m. The other Arbitrator informed the parties that I would be joining the teleconference late. I joined the teleconference at approximately 11:15 a.m. and the other Arbitrator left at that time. The only information that was discussed by the other Arbitrator and the tenants in my absence, was service of the application documents by the tenants to the landlord before the landlord's agent joined the teleconference. I conducted the remainder of the teleconference with both parties present, regarding service of documents and settlement of the tenants' application. The hearing concluded at approximately 11:31 a.m.

The landlord's agent confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

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 and 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 aspects of this dispute:

1. The landlord agreed to replace the stove in the tenants' rental unit and will notify the tenants when it arrives;
2. The landlord will notify the tenants of any health issues from air quality tests or other risks posed by the landlord's proposed repairs and restoration in the rental unit;
3. The tenants will contact the landlord's building manager first by phone or email regarding any tenancy-related issues and if he does not respond to emails, the tenants will forward those emails to the landlord's agent for response and action;
 - a. The landlord's agent provided her own personal email as well as the building manager's email to the tenants during the hearing;
4. The tenants agreed that all other repair and mold issues were being addressed by the landlord and they did not need any further repairs or work done in the rental unit by the landlord;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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

Conclusion

I order the landlord to comply with conditions #1, #2 and #3 of the above settlement agreement.

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: March 15, 2017

Residential Tenancy Branch