



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ERP, RP, FF

### Introduction

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

- an order requiring the landlords to perform emergency and regular repairs, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The individual landlord named in this application and the landlord company's agent DL (collectively "landlords") 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 individual landlord confirmed that she was the building manager and the landlord company's agent confirmed that she was the property manager, both for the landlord company named in this application. Both landlords confirmed that they had permission to speak on behalf of the landlord company as agents at this hearing. This hearing lasted approximately 51 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlords confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlords' written evidence package. In accordance with sections 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.

The landlords were unable to access the timeline document contained on the tenants' USB drive. As this matter settled, I do not find it necessary to record findings regarding service of these documents by the tenants to the landlords.

## 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 orders. 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. The landlords agreed, at their own cost, to have the building maintenance technician and the structural engineer inspect the rental unit by September 8, 2017;
  - a. After inspection, the building maintenance technician and the structural engineer will recommend an appropriate certified, licensed professional to inspect the rental unit by September 15, 2017, at the landlords' own cost;
  - b. After inspection, if repairs are recommended by the certified, licensed professional, the landlords will have these repairs completed at their own cost by October 15, 2017;
  - c. After inspection, if no repairs are recommended by the certified, licensed professional, the landlords will provide a copy of the written findings and reasons of the certified, licensed professional to the tenants by September 22, 2017;
2. The landlords agreed to pay the tenants \$50.00, which represents half the cost of the application filing fee by way of reducing the tenants' rent due to the landlords on October 1, 2017 by \$50.00;
3. The tenants agreed to bear the cost of \$50.00, which represents half the application filing fee;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

I notified the tenants during the hearing that if any of the above settlement terms are violated by the landlords or they wish to seek compensation, they could file a new application for dispute resolution and pay a new filing fee.

Conclusion

I order the landlords to comply with the above repair, inspection and report orders by the above deadlines.

The tenants must bear the cost of \$50.00, which represents half the application filing fee.

I order the tenants to reduce their rent payable to the landlords on October 1, 2017, by \$50.00, in full satisfaction of the monetary award made in the above settlement.

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: September 01, 2017

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Residential Tenancy Branch