



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, RR, FF

### Introduction

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- 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 their filing fee for this application, pursuant to section 72.

Three of the four tenants did not attend this hearing, which lasted approximately 91 minutes. The landlord, the landlord's agent, and tenant DS ("tenant") 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 he was the son of the landlord owner of this rental unit and that he had permission to speak on the owner's behalf, as did the landlord named in this application, who is the property manager for the rental unit. The tenant confirmed that she had permission to speak as an agent on behalf of the three other tenants who did not appear at this hearing.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and all four tenants were duly served with the landlord's written evidence package.

### Settlement Terms

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 landlord agreed, at his own cost to a maximum of \$2,500.00, to install a security gate at the front entrance of the rental building, provided that it complies with the fire safety code and upon permit approval by the City;
  - a. The landlord agreed to submit a permit application to the City for the above installation, by June 7, 2018;
  - b. The landlord agreed to provide the tenants with price quotations for the above installation, prior to forwarding an application to the City;
2. The tenants agreed that they are not entitled to exclusive use of the patio deck area in front of the rental unit and that it is shared, common property with a fire exit for all residents of the rental building;
3. The landlord agreed that the tenants are permitted to keep their personal possessions and belongings, including furniture, planters, and garden, on the patio deck area in front of the rental unit, at the tenants' own liability and risk, unless the fire department says otherwise;
4. The landlord agreed, at his own cost, to install a standard residential locked mailbox at the front of the tenants' rental unit, by April 27, 2018;
5. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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.

#### Conclusion

I order both parties to comply with the above settlement terms.

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: April 17, 2018

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Residential Tenancy Branch