



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI ERP LRE OLC PSF FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, by teleconference, was held on July 23, 2018. The Tenants' applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. Each party confirmed receipt of each other's documentary evidence.

Preliminary and Procedural Matters

The Tenants applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with the repairs the Tenants have asked for, as they relate to the Tenants' wellbeing and safety in the unit. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on the Tenants' application with the exception of the following ground:

- I need the landlord to make emergency repairs for health or safety reasons. I have contacted the landlord to make repairs but they have not been completed

Settlement Agreement

During the hearing, a mutual agreement was discussed and the Tenants' agreed to withdraw their application for repairs in pursuit of this settlement agreement, laid out below.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Landlord will have an initial site visit to identify the scope of repairs needed in the bathroom (shower), and the leak in the kitchen sink.
- The Landlord agrees to have the materials that will be demolished, disrupted, or disturbed, tested by a certified asbestos testing company.
- Once asbestos testing has been done, and the Landlord has provided the Tenant with documentary proof that either no asbestos remediation is required, or that it has been sufficiently remediated, the Landlord agrees to begin repairs to the shower and the kitchen sink in a timely manner.
- This mutual agreement only settles the repairs the Tenants have asked for.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

I decline to award the filing fee to the Tenants as I made no findings on the merits of this application, and a mutual agreement was reached instead.

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: July 23, 2018

Residential Tenancy Branch