



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding R. JANG AND ASSOCIATES  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF, OLC, FFT

### Introduction

On December 21, 2018, the Tenant applied for a Dispute Resolution proceeding seeking an Order for the Landlord to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”), seeking that the Landlord provide services or facilities pursuant to Section 62 of the *Act*, and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Landlord with the Notice of Hearing package by registered mail and the Landlord confirmed that he received this package on January 2, 2019. Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord has been served with the Notice of Hearing package.

The Tenant advised that her evidence was served to the Landlord in person on January 18, 2019 and the Landlord confirmed receipt of this. As this evidence was served to the Landlord in accordance with the service requirements of Rule 3.14 of the Rules of Procedure, this evidence was accepted and considered when rendering this decision.

The Landlord advised that his evidence was sent to the Tenant on January 25, 2019 and the Tenant confirmed that she received this evidence. This evidence was not served to the Tenant in accordance with the service requirements of Rule 3.15 of the Rules of Procedure. However, the Tenant advised that she had reviewed it and was prepared to respond. As such, this evidence was accepted and considered when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Landlord agreed to allow the Tenant access to the rooftop as of February 11, 2019 and will provide her with a key so that she will have unimpeded access.
2. The Tenant must respect any tradespeople that are conducting repairs to the roof and must make accommodations to allow the tradespeople to facilitate those repairs.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I have recorded the terms of settlement in this decision above.

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 4, 2019

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Residential Tenancy Branch