



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EMV HOLDINGS COsRP. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, FFT

Introduction

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

- 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 the filing fee for this application, pursuant to section 72.

The male tenant did not attend this hearing, which lasted approximately 50 minutes. The landlord's two agents, the landlord's lawyer, and the female tenant ("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 male agent confirmed that he was the general manager and the landlord's female agent confirmed that she was the building manager and that both had permission to represent the landlord company named in this application. Both landlord agents confirmed that their lawyer had permission to represent the landlord company at this hearing. The tenant confirmed that she had permission to represent the male tenant at this hearing.

The landlord's lawyer 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 tenants' application and both 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 to pay the tenants \$390.00 in compensation for the elevator by way of a cheque in the tenant's name only, to be sent by registered mail to the rental unit by March 22, 2019;
2. The landlord agreed to request and provide a copy of a written letter to the tenants, from the landlord's professional regarding placing chairs in the fire exit near the tenants' rental unit, by March 31, 2019;
3. The landlord agreed to continue to abide by the fire regulations and the building code at the rental property;
4. The tenants agreed that they will not disclose the amount of compensation in condition #1 of this settlement above, but they can disclose the fact that they settled this application;
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

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$390.00. I deliver this Order to the tenants in support of the above agreement for use only in the event that the landlord does not abide by condition #1 of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #1 of the above monetary agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 08, 2019

Residential Tenancy Branch