



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OLC, RR, MNDCT, FFT

### 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 62;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord owner ("owner"), the landlord's property manager ("landlord's agent") (collectively "landlord") 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 owner confirmed that his agent had permission to speak on his behalf at this hearing. The landlord's agent confirmed that she was authorized to represent the landlord company named in this application at this hearing. This hearing lasted approximately 21 minutes.

The landlord's agent confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlord's 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 the tenants were duly served with the landlord's 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 that the tenants' monthly rent of \$3,059.00 will remain the same for the remainder of the tenancy until it is legally changed in accordance with the *Act*;
2. The landlord agreed to allow the tenants' daughter MT and her husband JW to move into the rental unit and reside there as tenants as of June 1, 2019 without paying any additional occupants fee for the remainder of this tenancy;
3. The tenants agreed that they will not pursue their monetary claim of \$22,079.61 for heating and loss of quiet enjoyment and they will not initiate any future claims or applications against the landlord with respect to these claims at the Residential Tenancy Branch;
4. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. 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 that that the tenants' monthly rent of \$3,059.00 will remain the same for the remainder of the tenancy until it is legally changed in accordance with the *Act*.

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 19, 2019

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Residential Tenancy Branch