



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR REALTY MANAGEMENT
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP, OLC

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

- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

Both parties attended the hearing. The landlord was represented by its property manager and its caretaker. The tenant appeared on his own behalf. Both parties were given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

Analysis

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. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

1. The landlord agrees to:
 - a. Replace the damaged kitchen blind.
 - b. Replace the metal clip on the damaged living room blind.
 - c. Repair to an acceptable level, as determined by the landlord, or, if necessary, replace, the turning mechanism for the living room blinds.
 - d. Obtain a quote for and replace the linoleum floor in the bathroom.

- e. Paint the bathroom walls, and complete sanding and priming of the walls, as required.
 - f. Replace the caps over the bolts affixing the toilet to the bathroom floor.
 - g. If not already caulked with materials that meet the local fire code:
 - i. Remove the caulking from the showerhead, and recaulk with materials that comply with the local fire code; and
 - ii. Caulk the area where the supply line exists the wall behind the toilet with materials that comply with the local fire code.
 - h. If not already done, “mud” the drywall that was installed behind the upper bowl of the toilet in compliance with the local fire code.
- (collectively, the “**Repairs**”)
2. The tenant agrees:
- a. That the landlord has the authority to determine whether the Repairs are made in compliance with the local fire code.
 - b. Not to unreasonably communicate with contractors who may access the rental unit for the purpose of making the Repairs.

These particulars comprise the full and final settlement of all aspects of this dispute for the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute between these two parties.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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 11, 2019

Residential Tenancy Branch