



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AXIS ASSET MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, ERP, RP, RR, 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 requiring the landlord to complete emergency and regular repairs to the rental unit, pursuant to section 33;
- a monetary order of \$10,193.76 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 58 minutes. The landlord's agent ("landlord") 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 tenant confirmed that she had permission to represent the male tenant at this hearing. The landlord confirmed that she was the chief financial officer for the landlord company named in this application and that she had permission to speak on its behalf at this hearing.

The landlord confirmed receipt of the tenants' application for dispute resolution and notice of hearing and the tenant 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 notice of hearing and both tenants were duly served with the landlord's evidence package.

The landlord confirmed that she did not receive the tenants' evidence package. The tenant said that she did not serve it to the landlord, as she only uploaded it electronically onto the Residential Tenancy Branch website. I notified both parties that I could not consider the tenants' evidence at this hearing because it was not served to the landlord as required. The tenant confirmed that she wanted to proceed with this hearing and settlement anyway. In any event, I was not required to consider the tenants' evidence package because both parties settled this application and I did not make a decision.

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, at its own cost, to have a certified, licensed professional to inspect and assess the following by June 12, 2019 and in any event by June 14, 2019, and to repair the following by June 21, 2019:
 - a. the three jet outlet covers in the bathtub that need to be reattached;
 - b. the one bedroom window and one bathroom window that need to be repaired in order to close fully and properly;
 - c. if possible, the one bathroom sink that is not draining properly;
2. The landlord agreed, at its own cost, to have a certified, licensed professional to complete the following by July 15, 2019:
 - a. re-plumb the entire rental unit;
 - b. repair the damaged drywall in the laundry room by the hot water tank;
 - c. repair the one bathroom sink that is not draining properly, if the professional in condition #1(c) above is unable to do so;
3. The landlord agreed to pay the tenants compensation of \$2,000.00, which satisfies all repair issues and hydro utility costs until June 11, 2019, to be enforced by way of a rent reduction for July 2019 rent, so that the tenants are only required to pay \$767.50 in rent to the landlords for July 2019;
4. The tenant agreed that the tenants will bear the cost of the \$100.00 filing fee paid for this application;

5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenants' application at this hearing, including the rent reduction claim for \$10,193.76.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties 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 and binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order the landlord to complete the above repairs by the above dates.

I order that the tenants are entitled to a rent reduction of \$2,000.00 for July 2019 rent and that they are only required to pay \$767.50 in rent to the landlord for that month.

The tenants must bear the cost of the \$100.00 filing fee paid for 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: June 11, 2019

Residential Tenancy Branch