



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GIBSON/STERLING HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OLC, RR, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a rent reduction, an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant #1 stated that on June 11, 2019 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch were sent to the Landlord, via registered mail. The Agent for the Landlord #1 acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On July 11, 2019 the Tenants submitted a large amount of evidence to the Residential Tenancy Branch. The Tenant #1 stated that this evidence was delivered to the Landlord's office on July 11, 2019. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On July 19, 2019 the Landlord submitted a large amount of evidence to the Residential Tenancy Branch. The Agent for the Landlord #1 stated that this evidence was served to the Tenants, by posting it on their door, on July 19, 2019. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties reached a settlement agreement prior to all issues in dispute being discussed.

Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to a rent reduction?

Background and Evidence:

After considerable discussion about repairs made to the residential complex and the impact of those repairs, the Agent for the Landlord #1 and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the Landlord will pay the Tenants \$7,525.00; and
- the Tenants will not disclose the amount of this settlement agreement to other people living in the residential complex.

This settlement agreement was summarized for the parties on at least two occasions. Both Tenants and the Agent for the Landlord #1 clearly indicated that they agreed to resolve this dispute under these terms.

The Agent for the Landlord #1 and the Tenants each acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis:

I find that all issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion:

On the basis of the aforementioned settlement agreement I grant the Tenants a monetary Order for \$7,525.00. In the event that the Landlord does not pay this amount to the Tenants by August 31, 2019, the Order may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 30, 2019

Residential Tenancy Branch