



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT

Introduction

This expedited hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for emergency repairs to the rental unit, and for the recovery of the cost of the filing fee under the *Act*.

Two agents for the landlord SG and JA ("agents") and the tenant attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The agents confirmed that they were not served with the tenant's documentary evidence prior the hearing, which the tenant confirmed. The tenant affirmed that she was served with the landlord's documentary evidence in response to the tenant's application, and had the opportunity to review that documentary evidence prior to the hearing.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Should the landlord be directed to make general repairs to the unit, site or property under the *Act*?
- Is the tenant entitled to the recovery of the cost of the filing fee under the *Act*?

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the landlord will arrange for a roofing company to repair the roof water ingress no later than September 30, 2019.
2. The parties agree that the landlord's roofing contractor will fully inspect the roof to ensure there is no additional water leaks into the rental unit.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

As the parties could not come to an agreement on the filing fee, the parties were advised that I would make the decision regarding the filing fee pursuant to section 72 of the *Act*. Given that this matter was resolved by way of a mutually settled agreement, I decline to award the filing fee.

Conclusion

I order the parties to comply with the terms of their settled agreement indicated above.

I decline to award the filing fee as noted above.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: August 27, 2019

Residential Tenancy Branch