



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ECO-WORLD PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, FFT

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to carry out emergency repairs pursuant to section 33;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

JM, property manager and agent, attended for the landlord (“the landlord”). The tenant attended. Each party had the opportunity to call witnesses and present affirmed testimony and written evidence. No issues of service were raised. I find the tenant served the landlord in accordance with section 89 of the *Act*.

The hearing lasted 65 minutes. Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

1. The landlord will select one of the following two options within ten days of the date of the hearing, that is, by 1:00 PM on September 6, 2019 which shall be binding upon both parties:

**2. Option 1**

- 2.1. The landlord will drain and cover the swimming pool in a safe and workmanlike manner within 60 days of the date of the hearing; and
- 2.2. Rent is reduced by \$1,000.00 a month commencing September 1, 2019 for the remainder of the agreement as compensation to the tenant for loss of use of the swimming pool; the effective monthly rent therefore is \$1,970.00 payable on the first of the month commencing September 1, 2019 subject to allowable annual rent increases by the landlord pursuant to the *Act* on May 1 of each year;
- 2.3. The tenancy continues in accordance with the tenancy agreement, the *Act* and regulations.

**3. Option 2**

- 3.1. The landlord will pay the tenant within 30 days of this date the sum of \$3,000.00 for compensation for past loss of the swimming pool;
- 3.2. The landlord will repair the swimming pool to good functioning condition on or before 60 days from the date of the hearing.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

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: August 29, 2019

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Residential Tenancy Branch