



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP FFT

Introduction

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

- an order for the landlord to perform emergency repairs pursuant to section 62 of the *Act*, and
- the recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed receipt of the tenants notice of hearing and both parties confirmed receipt of each other's evidence. As such, I find that the documents for this hearing were served in accordance with the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs? Are the tenants entitled to recover the filing fee?

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, 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 and all claims arising from this tenancy, given that this tenancy has ended:

1. The tenants agreed to return possession of the rental unit to the landlord by no later than 8:00 p.m. on September 16, 2019.
2. The landlord agreed to pay the tenants \$2,000.00 in cash by no later than 8:00 p.m. on September 16, 2019. Both parties are instructed to retain proof of completion of this monetary transaction.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenants' Application for Dispute Resolution, all issues currently under dispute at this time, and that no further claims will be made by the tenants or landlord whatsoever arising from this tenancy.
4. Both parties agreed to these terms voluntarily.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

- 1) Monetary Order in the tenants favour for \$2,000.00 dated September 16, 2019 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.
- 2) An Order of Possession for the landlord effective September 16, 2019 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenants and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia

Neither party may bring forward any further claims against each other arising from this tenancy.

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: September 16, 2019

Residential Tenancy Branch