



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Willow Point Realty and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, ERP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on January 31, 2020 (the "Application"). The Tenants applied for emergency repairs and reimbursement for the filing fee.

The Tenants and agents for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenants submitted evidence prior to the hearing. The Landlord did not. I addressed service of the hearing package and Tenants' evidence and no issues arose.

The parties provided the correct rental unit address which is reflected on the front page of this decision.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, the parties agreed on the repairs needed and agreed on a deadline for the repairs to be done. Given this, I confirmed with the parties that I would write the decision as a settlement agreement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute. I told the parties I would write the agreement out in my written decision and make an order in relation to repairs. I told the parties this would be a final and legally binding agreement. I explained to the parties that the Landlord would be bound by the agreement and that the Tenants could seek further orders from the RTB if the Landlord fails to comply with the agreement.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Landlord will do the following by March 06, 2020:
 - a. Install a back door in the rental unit;
 - b. Install stairs from the back deck; and
 - c. Install railings on the back deck.
2. The Landlord will reimburse the Tenants for the \$100.00 filing fee. The Tenants can deduct \$100.00 from March rent.
3. The parties agree the previous issue with the front stairs of the rental unit has been resolved.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

Pursuant to section 62 of the Act, I order the Landlord to do the following by March 06, 2020:

- 1. Install a back door in the rental unit;**
- 2. Install stairs from the back deck; and**
- 3. Install railings on the back deck.**

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 21, 2020

Residential Tenancy Branch