



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

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.

The tenant attended. The landlord attended with the agent PT (“the landlord”). The landlord confirmed the correct name of the landlord and the proceedings are accordingly amended throughout. In his application, the tenant inadvertently named the agent PT as the landlord.

No issues of service were raised. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 57 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 maintain the heat in the unit 24-hours a day at a minimum of 22 degrees Celsius henceforth;
2. The landlord will carry out such repairs to the unit within one month as are necessary to assure that the temperature in the unit remains consistently at that temperature.

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 settlement was fully discussed in a 57-minute hearing.

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.

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. The landlord will maintain the heat in the unit 24-hours a day at a minimum of 22 degrees Celsius henceforth;
2. The landlord will carry out such repairs to the unit within one month as are necessary to assure that the temperature in the unit remains consistently at that temperature.

Conclusion

I order as follows:

1. The landlord will maintain the heat in the unit 24-hours a day at a minimum of 22 degrees Celsius henceforth;
2. The landlord will carry out such repairs to the unit within one month as are necessary to assure that the temperature in the unit remains consistently at that temperature.

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: March 26, 2020

Residential Tenancy Branch