



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, RR, RP, MNDCT**

Introduction

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

- Authorization to recover the filing fee for this application from the landlord pursuant to section 72;
- An order to reduce rent for repairs/services/facilities agreed upon but not provided pursuant to section 65;
- An order for regular repairs pursuant to sections 32 and 62; and
- A monetary order for damages or compensation pursuant to section 67.

The tenant attended the hearing and the landlord was represented at the hearing by its agent, YN ("landlord"). As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issues

At the commencement of the hearing, I advised the parties that rule 6.2 of the Residential Tenancy Branch Rules of Procedure allow an arbitrator to decline to hear or dismiss unrelated issues. This application was given a priority hearing date due to the nature of the tenant's application seeking repairs to be made to the rental unit. As such, I dismissed the remainder of the tenant's application with leave to reapply and advised the parties that during this hearing set for one hour, I would only arbitrate the issue of the tenant's application for regular repairs pursuant to sections 32 and 62.

At the commencement of the hearing, the tenant specified the issue of the carpets exhibiting oil stains and mold were of utmost importance to her. This hearing was limited to the issue of the carpets.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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, with the exception of issues that were previously dismissed with leave to reapply:

1. The landlord agrees to replace the carpets in the den, the hallway to the stairs, the stairs and the upstairs hallway.
2. The landlord endeavours to match the existing carpets as closely as possible.
3. The tenant agrees to allow the landlord to make any repairs to the carpets caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant at the tenant's cost.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The tenant's application for repairs to be made pursuant to sections 32 and 62 is settled in the above terms.

The remainder of the tenant's application is dismissed with leave to reapply.

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 27, 2020

Residential Tenancy Branch