



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KERR PROPERTIES 002 LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant and an agent for landlord JM (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Although the tenant requested a monetary amount of \$2,664.00 in their documentary evidence, the tenant was advised at the outset of the hearing that a claim may not be amended through the submission of documentary evidence and must be formally amended and served again to the respondent. Therefore, the tenant is at liberty to apply for a monetary claim; however, I have not considered a monetary claim of \$2,664.00 at this proceeding due to service issues.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree to add C.O. as a co-tenant to the current tenancy agreement as discussed during the hearing.
2. The parties agree that within 72 hours of April 3, 2020 an agent for the landlord will contact the tenant directly by cell phone to arrange a mutually agreeable time for the tenant to inspect the new hydro meter related to the outside sump pump to ensure the tenant is satisfied that the power for the sump pump, including battery backup power has been relocated to the utility room.
3. The parties agree that the landlord will compensate the tenant for the November 19, 2019 to March 31, 2020 time period for power consumption related to the sump pump.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of this settlement agreement described above pursuant to section 63 of the Act.

Should any of the terms not be complied with, either party may apply for dispute resolution seeking remedy for failing to comply with my order above.

This decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 6, 2020

Residential Tenancy Branch