



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HERMATT DAIRY FARMS LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

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

- an order requiring the landlord to complete emergency repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord") and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the co-owner of the landlord company named in this application and that she had permission to speak on its behalf. This hearing lasted approximately 21 minutes.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to replace the landlord's son's name with the landlord company name as the landlord-respondent party. The landlord confirmed that the landlord company owned the rental unit, not her son. Both parties consented to this amendment during the hearing.

The tenants seek a replacement of the washer and dryer at the rental unit. The landlord disputed this. This issue is not an emergency repair, as defined under section 33 of the *Act*. Therefore, the tenants are at liberty to make an application for this claim in the future, if they wish to do so.

### Settlement Terms

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 and orders. 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:

1. The landlord agreed to have a certified, licensed professional test the well water at the rental property by June 15, 2020;
2. The landlord agreed to have a certified, licensed professional repair the well water issue at the rental property, if recommended by the professional, in order for the water to be clean, drinkable and usable by the tenants, by June 19, 2020;
3. The landlord agreed, at its own cost, to purchase sufficient clean bottled water for the tenants by June 9, 2020;
4. The landlord agreed, at its own cost, to purchase clean bottled water for the tenants on a weekly basis, of at least 15 gallons per week, if the well water issue cannot be repaired in order for the tenants to have clean, drinkable, usable water at the rental property;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties agreed and affirmed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The filing fee is a discretionary award usually given to a party after a decision is made where they are successful in a full hearing on the merits. As the tenants settled this application and I was not required to make a decision, I decline to award the \$100.00 filing fee to them.

### Conclusion

I order both parties to abide by all of the above settlement terms.

The tenants must bear their own cost for the \$100.00 filing fee paid for this application.

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: June 08, 2020

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Residential Tenancy Branch