



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cheer Real Estate Development  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes    ERP, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for emergency repairs - Section 33; and
2. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing and gave evidence under oath. The Landlord confirms that its email address as set out in the application is correct. During the Hearing the Parties reached an agreement to settle the dispute over the emergency repairs. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

### Preliminary Matter

The Tenant is deceased. The Landlord asks that the Tenant’s personal representative (the “Representative”) provide documents of its authority. The Landlord does not know what documents are being requested and therefore accepts that the Representative is capable of making its application.

### Agreed or Undisputed Facts

The tenancy under written agreement started June 29, 2019. Rent of \$2,000.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,000.00 as a security deposit. On April 14, 2020 the Tenant passed leaving

two long term roommates occupying the unit. On May 22, 2020 the roof of the unit collapsed. The unit is over 50 years old. The Tenant was the previous owner of the unit and the Representative, the daughter of the Tenant, believes that asbestos is present. In May 2020 the Landlord was given a notice to end the tenancy for June 30, 2020. WorkSafeBC BC informed the Representative that prior to removing its belongings the unit must be inspected for asbestos. On May 23, 2020 the Representative requested this inspection from the Landlord. The Landlord has done nothing to inspect the unit. Some rents are owed to the Landlord.

#### Settlement Agreement

**The Parties mutually agree as follows:**

- 1. The Landlord will have the unit inspected for asbestos no later than 8:00 a.m. Friday June 26, 2020;**
- 2. The Landlord will require a report of the inspection to be provided the same day that the results are known;**
- 3. Upon receipt of the inspection report the Landlord will on the same day provide a copy of that report to the Representative;**
- 4. If asbestos is present the Landlord will follow the recommendations of the inspection report that will allow the occupants of the unit to safely remove their belongings; and**
- 5. These terms comprise the full and final settlement of dispute in relation to the emergency repair for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded in this decision. Should the Landlord fail to act as agreed, the Representative has leave to reapply for any damage or loss that results from the Landlord's failure. As the claim for repairs had merit the Representative

may deduct the **\$100.00** filing fee from rents owed or payable in full satisfaction of this claim.

Conclusion

The Parties have settled the dispute.

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: June 19, 2020

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Residential Tenancy Branch