



# 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 the tenant's 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.

The landlord, the tenant, and the tenant's advocate 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 tenant confirmed that his advocate had permission to speak on his behalf. This hearing lasted approximately 23 minutes.

The landlord confirmed receipt of the tenant's 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 tenant's application.

The tenant stated that he did not receive the landlord's evidence package. The landlord claimed that he posted it to the tenant's rental unit door on May 28, 2020. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's evidence package on May 31, 2020, three days after its posting. However, I was not required to consider any evidence as both parties settled this application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord's first name. Neither party objected to this amendment during the hearing.

Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* states the following:

*6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing*

*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator’s direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

At the end of the hearing, the landlord was yelling at me because he said he did not like the tenant’s advocate, and he did not want him coming to the rental unit to give him access to complete electrical inspections and repairs. When I asked the landlord to stop yelling at me, he continued with his inappropriate behaviour.

I caution the landlord to not to engage in the same behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and he may be excluded from future hearings. In that case, a decision will be made in the absence of the landlord.

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, at his own cost, to have a certified, licensed professional inspect the electrical issues at the rental unit by June 10, 2020, and to repair the electrical issues if recommended by the professional, so that the tenant has full, proper, working electricity at the rental unit;
2. The tenant agreed that his advocate will give the landlord access to the rental unit for the above inspection and repairs to occur;

3. The landlord and tenant's advocate agreed that they have each other's contact information in order to facilitate the above access to the rental unit;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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

### Conclusion

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

I order the landlord, at his own cost, to have a certified, licensed professional inspect the electrical issues at the rental unit **by June 10, 2020**. If the landlord fails to do so, I order the tenant to reduce his monthly rent by \$50.00, beginning on the following month after the violation occurs, until the inspection occurs. If the parties disagree as to whether the inspection has been properly done, they have leave to reapply at the RTB for determination.

I order the landlord, at his own cost, to repair the electrical issues, if recommended by the professional, **by June 17, 2020**, so that the tenant has full, proper, working electricity at the rental unit. If the landlord fails to do so, I order the tenant to reduce his monthly rent by \$150.00, beginning on the following month after the violation occurs, until the repairs occur. If the parties disagree as to whether the repairs have been properly done, they have leave to reapply at the RTB for determination.

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 09, 2020

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Residential Tenancy Branch