



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR, MNDCT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking:

- A rent reduction for repairs, services or facilities agreed upon but not provided;
- An order for the Landlord to complete repairs to the unit site or property which have been requested but not completed; and
- Compensation for monetary loss or other money owed.

The hearing was originally convened by telephone conference call on June 2, 2020, at 11:00 A.M. and was ultimately adjourned. An Interim Decision was rendered by me on June 15, 2020, and in that Interim Decision, I set out the persons present in the hearing, the preliminary matters dealt with, the service and acceptance of evidence, and any orders made. For the sake of brevity, I will not repeat here the matters covered in the Interim Decision, and as a result, it should be read in conjunction with this decision.

The reconvened hearing was set for July 7, 2020, at 11:00 A.M. A copy of the Interim Decision and the Notice of Hearing was sent to each party by the Residential Tenancy Branch (the “Branch”) in the manner requested by them at the original hearing.

The hearing was reconvened by telephone conference call on July 7, 2020, at 11:00 A.M. The hearing was attended by the Tenant and their lawyer D.J., as well as two agents for the Landlord (the “Agents”) J.M. and S.T. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. All testimony provided was affirmed.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Landlord will provide the Tenant with a new one bedroom rental unit, under a new tenancy agreement, in Nanaimo British Columbia, with a monthly rent amount of \$1,100.00.
2. The Landlord will make every effort to have the rental unit ready for the Tenant's occupation by August 1, 2020, or another mutually agreeable date, and guarantees that it will be available for their occupation not later than September 1, 2020.
3. The Landlord agrees to provide the Tenant with a \$425.00 rent subsidy at the new rental unit for the first 12 months of the tenancy. As a result, the Tenant will pay only \$675.00 per month in rent for the first 12 months of the new tenancy.
4. The rights and obligations of the parties under the *Act* and the current tenancy agreement continue until the current tenancy ends in accordance with this agreement or another provision of the *Act*.
5. The Landlord is committed to maintaining the quality of living, safety, and security of the residents of the property in which the Tenant's current rental unit is located, and as a result, they intend to maintain current staffing levels and the presence of on-site security guards at this location while these options remain available to them and while they remain the Landlord for the property. The Landlord also intends to continue with the current pest control measures or other measures of equal or greater effectiveness.
6. The parties agree that this settlement agreement constitutes full and final settlement of the matters claimed in the Application which was the subject of this hearing.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

For the benefit of the parties, as well as the applicants removed as parties to the dispute as detailed in the Interim Decision, I reiterate that tenants of the building wishing to seek dispute resolution must each file their own Applications for Dispute Resolution with the Branch. If more than one tenant is covered by a single tenancy agreement, then those tenants may file one Application for Dispute Resolution, naming all or some of the tenants named in the tenancy agreement. Tenants under separate tenancy agreements with the Landlord may not be listed together as applicants under a single Application.

If multiple tenants wish to have their separate Applications for Dispute Resolution heard and decided together, the parties may then request that their individual Applications for Dispute Resolution be joined, and an assessment will be completed by the Branch to determine whether to join the Applications based on the following criteria:

- whether the applications pertain to the same residential property or residential properties which appear to be managed as one unit;
- whether all applications name the same landlord;
- whether the remedies sought in each application are similar; or
- whether it appears that the arbitrator will have to consider the same facts and make the same or similar findings of fact or law in resolving each application.

I encourage the parties to review the *Act*, the Rules of Procedure, and the Policy Guidelines prior to filing their Applications for Dispute Resolution and/or requesting that their Applications for Dispute Resolution be joined. In particular, the parties should review rule 2.10 of the Rules of Procedure and may wish to contact the Branch to discuss how best to file their Applications for Dispute Resolution and the process for having these Applications joined.

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: July 8, 2020

Residential Tenancy Branch