



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ERP, FFT**

Introduction

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

- An order for emergency repairs pursuant to section 33; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issues

The tenant named on the tenancy agreement used his company's name when commencing this application. In accordance with section 64(3)(c) of the *Act*, the tenant's name as reflected on the tenancy agreement is shown on the cover page of this decision.

This expedited hearing was convened with shortened service timeframes due to the nature of the application being an emergency repair pursuant to section 33 of the *Act*. At the commencement of this hearing, I advised the parties that the issue of pest control is not an emergency repair as defined by section 33. If the parties were willing, I could assist them in mediating a settlement but that if the mediation were unsuccessful, the applicant/tenant would be required to file another Application for Dispute Resolution for regular repairs under section 32 of the *Act*.

Settlement Reached

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 or an order. 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 pest control company already hired by the landlord will go into each of the rental units in the building and install rat poison within the next 2 weeks.
2. The landlord agrees that there will be ongoing monitoring and regularly scheduled (once a month) checking and reloading of the poison by the pest control company.
3. The landlord agrees to provide regular (monthly) updates of the rat situation to the tenant.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The tenant's application is settled in the above terms.

The choice to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the tenants filing fee is not awarded.

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 21, 2020

Residential Tenancy Branch