



# 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 an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to carry out emergency repairs pursuant to section 33;

DH attended. The landlord attended. The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

### *Preliminary Issue*

The named tenant ND did not attend. The tenant DH testified that she had no authority to act for tenant ND and had not received any instructions from him. DH testified that ND's tenancy with the landlord was a separate tenancy with a separate tenancy agreement

The hearing lasted 32 minutes. The tenant ND did not attend. I confirmed that the Notice of Hearing provided the correct call-in numbers and participant codes. I also confirmed from the teleconference system that I was the only one who had called into this teleconference.

Rule 7.3 of the Rules of Procedure provides as follows:

**7.3 Consequences of not attending the hearing** – *If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party or dismiss the application with or without leave to reapply.*

As the tenant ND did not attend the hearing and in the absence of any evidence or submissions with respect to his claim, I order the tenant ND's application dismissed with leave to reapply.

### *Agreement*

Before the conclusion of this hearing, the parties (tenant DH and landlord TS) discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

### **The parties agreed as follows:**

1. The landlord shall retain the security deposit of \$325.00, rent for the month of September 2020, and a payment of \$600.00 for liquidated damages, furniture and advertising fee;
2. The tenant does not owe the landlord any additional rent, compensation or damages;
3. The landlord acknowledged compensation in full for all expenses with respect to the tenancy and will not make any claim against the tenant;
4. The tenant acknowledged that she has vacated the unit and she withdrew her claim for emergency repairs.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

- Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms

Conclusion

The tenant ND's application is dismissed with leave to reapply.

The tenant DH's application is dismissed without leave to reapply pursuant to the above settlement terms.

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: October 29, 2020

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Residential Tenancy Branch