



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TEC HUNTER HOLDINGS LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, OLC, FFT

Introduction

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

- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's three agents, "landlord TH," "landlord MS" and "landlord PO" and the female tenant ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 42 minutes.

Landlord TH confirmed that he and landlord MS are owners of the landlord company named in this application and that they had permission to speak on its behalf. He confirmed that the landlord company owns the rental unit. He stated that landlord PO had permission to represent the landlord company as an agent at this hearing. The tenant confirmed that she had permission to represent the male tenant named in this application, who did not attend this hearing (collectively "tenants").

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. The landlord's three agents and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with the hearing, they did not want me to make decision, and they wanted to settle this application.

Landlord PO confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and the tenants were duly served with the landlord's evidence.

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 its own cost, to replace the carpet in the rental unit, with the landlord's own choice of product, by October 31, 2021;
2. The landlord agreed to provide at least 48 hours' notice to the tenants prior to starting the carpet replacement at the rental unit;
3. The tenants agreed to leave the rental unit with their cat and to remove all of their belongings from the rental unit, in order for the carpet replacement to occur, which is expected to take approximately one week;
4. The tenants agreed that if they leave any belongings at the rental unit during the carpet replacement, they are doing so at their own cost and liability;
5. The tenants agreed that if the landlord's carpet company has to move any of the tenants' belongings, the tenants will have to pay the costs for same;
6. The landlord agreed to provide the tenants and their cat with another apartment with old rugs in the same rental building at no additional rent, for the duration of the carpet replacement, which is expected to take approximately one week;
7. The landlord agreed to provide the tenants with additional storage lockers, if the tenants request same from the landlord;

8. The tenants agreed to both sign the pet agreement, which the tenants already have in their possession, and the tenants will provide the signed copy to the landlord's resident manager by September 11, 2021;
9. The landlord agreed that the tenants are not required to provide a certificate to the landlord, to prove that the tenants' cat has been spayed, as per condition #2 of the above pet agreement;
10. Both parties agreed that the tenants' black cat that is currently residing in the rental unit, is grandfathered to live in the rental unit with the above pet agreement;
11. Both parties agreed that the tenants are not permitted to add or replace their current black cat with any other pets for the remainder of this tenancy;
12. The landlord agreed that rent for the rental unit can only be increased in accordance with the *Act*;
13. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
14. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 42-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

I order both parties to comply with all of the above settlement terms.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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: September 10, 2021

Residential Tenancy Branch