



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding middle gate developments ltd. and [tenant name
suppressed to protect privacy]

DECISION

Dispute Codes CNL, RP, RR, FFT

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy; an order to have the landlord make repairs; and for a rent reduction.

The hearing was conducted via teleconference and was attended by one of the tenants and two agents for the landlord.

At the outset of the hearing, I clarified with the tenant that she had not yet received a notice to end tenancy from the landlord. Rather, I confirmed that she had received a letter from the landlord stating that they were giving the tenants 2 months to find a new home for their cat and that should they fail to do so the landlord may issue a One Month Notice to End Tenancy for Cause.

As such, I have determined the tenant was not served a Two Month Notice to End Tenancy for Landlord's Use of Property and this portion of the tenants' application is moot. Therefore, I dismiss the portion of the tenants' Application for Dispute Resolution seeking to cancel a Two Month Notice to End Tenancy.

The tenant also clarified that two of the repairs/replacements she sought orders on, specifically a replacement stove and balcony issues, had been dealt with by the landlord and she no longer sought orders for these items, leaving only the matter of replacement window treatments to be considered.

The tenant also withdrew the portion of their Application for Dispute Resolution seeking a rent reduction of \$100.00. I accept the tenants' withdrawal and note that they remain at liberty to file a new claim for a rent reduction as I have not heard the merits of this claim.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled an order requiring the landlord to complete repairs to the rental unit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Act*.

Background and Evidence

During the hearing the parties discussed the single remaining issue of the tenants' Application for Dispute Resolution and came to the following settlement on their own initiative:

1. The landlord agrees to assess the existing window treatments to determine if replacement treatments are required.
2. The landlord agrees to replace the current window treatments, if after inspection, the current window treatments are determined to need replacement.

Analysis

The final issue to be determine is the tenants' request for recovery of the filing fee. As a number of the issues have been resolved prior to this hearing and I have found one of the issues (Notice to End Tenancy) to be moot, I dismiss the portion of the tenants' Application seeking to recover they filing fee of \$100.00 without liberty to reapply.

Conclusion

I accept the settlement agreed to by the parties above resolves all outstanding issues in this Application for Dispute Resolution. I also note that if the landlord fails to comply with the settlement the tenants retain the right to file a new Application for Dispute Resolution seeking remedy.

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: November 16, 2021

Residential Tenancy Branch