



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIDA HOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, RP, PSF, FFT

Introduction

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

- an order allowing the tenants to reduce rent of \$1,600.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 32;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's agent and the two tenants, male tenant ("tenant") and the "female 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 39 minutes.

This hearing began at 9:30 a.m. and ended at 10:09 a.m. I disconnected the landlord's agent from this hearing at 9:38 a.m. and he returned at 9:44 a.m., since he was unable to hear me or respond to any of my questions. The landlord disconnected from this hearing from 9:48 to 9:49 a.m. and from 9:58 to 10:00 a.m., stating that his calls kept dropping even though he was using a landline telephone.

All hearing participants confirmed their names and spelling. The landlord's agent and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord's agent confirmed that he had permission to represent the landlord company ("landlord") named in this application. He said that the landlord owns the rental unit and confirmed the rental unit address.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* ("*Rules*"). The landlord's agent and the two tenants affirmed, under oath, that they would record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The landlord confirmed receipt of the tenants' application for dispute resolution and notice of hearing 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 notice of hearing and the tenants were duly served with the landlord's evidence.

The landlord said that he did not receive any documentary evidence from the tenants. The tenant confirmed that the tenants did not serve any documentary evidence to the landlord because they did not know it was required, since this is their first hearing. He stated that he only uploaded the tenants' evidence to the online RTB website. I do not find it necessary to record findings regarding service of the tenants' evidence to the landlord since both parties voluntarily settled this application.

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 paint and complete repairs to the floor trim, the electrical outlet in the mirror, and refit the countertop in the bathroom at the rental unit by April 30, 2022;
 - a. The tenants agreed to provide access to the rental unit for the landlord and any repair personnel, for the above repairs to be completed;
2. The landlord agreed to pay the tenants \$500.00 by April 15, 2022, by way of e-transfer;
 - a. The tenants agreed that they will not initiate any future claims or applications against the landlord, regarding their rent reduction claim of \$1,600.00;
3. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. 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 at the hearing 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 39-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

Conclusion

In order to implement the above settlement reached between the parties, and as discussed with them during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$500.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenants \$500.00 as per condition #2 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I order both parties to comply with all of 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: March 31, 2022

Residential Tenancy Branch