



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIVE MILE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, MNDCT, FFT

Introduction

On August 28, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On February 10, 2022, the Tenant amended her Application seeking a repair Order pursuant to Section 32 of the *Act* and seeking to increase the amount of compensation she was seeking pursuant to Section 67 of the *Act*.

The Tenant attended the hearing. As well, D.L. and S.T. attended the hearing as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The parties were advised that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed the Tenant’s request for repairs as these would be the most pressing issues. As such, the Tenant’s

claim for monetary compensation was dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application.

Service of documents was addressed; however, the parties turned their minds to settlement discussions.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 56(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord will build a cabinet in the kitchen, of three to four feet in length, which will provide the Tenant with additional storage space and a countertop. This addition to the kitchen will be built beside the fridge, will be of comparable quality as the existing cabinetry and countertop, and will be completed within three weeks of the date of this settlement Decision.
2. Within a month of this settlement Decision, the Landlord must provide the Tenant with three options of a cleaner and newer fridge, and three options of a cleaner and newer stove for her to choose from. Once selected, the Landlord must replace the Tenant's existing fridge and stove with the preferred options.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The parties have been cautioned that if the Landlord does not comply with these conditions, this will likely form grounds for the Tenant to apply for a Monetary Order for compensation. In addition, the parties were also cautioned that if the Landlord complies

with condition 2 of this settlement, but the Tenant is not satisfied with those options provided, this may form grounds for the Tenant to apply for a Monetary Order for compensation. However, it would be up to the Arbitrator in that subsequent hearing to determine if the Landlord complied, or not, with the terms of the settlement by providing three options of a fridge and stove that were cleaner and newer.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision. Should the Landlord fail to comply with the conditions of the settlement, the Tenant is at liberty to apply for monetary compensation.

The Tenant's other claims have been dismissed with leave to reapply.

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 11, 2022

Residential Tenancy Branch