



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OLC, RP, FFT

Introduction

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's two agents ("landlord LZ" and "landlord MT") and the 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 54 minutes.

This hearing began at 1:30 p.m. with me and the landlord's two agents present. The tenant called in at 1:34 p.m. I informed the tenant about what occurred in his absence and that no evidence was discussed with the landlord's two agents. This hearing ended at 2:24 p.m.

All hearing participant confirmed their names and spelling. Landlord LZ and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord LZ stated that she is an area manager and landlord MT stated that she is a property manager, both employed by the landlord company named in this application. They stated that they both had permission to represent the landlord at this hearing. Landlord LZ 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 (“RTB”) *Rules of Procedure*. The landlord’s two agents and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any accommodation requests. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

Landlord LZ confirmed receipt of the tenant’s 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 tenant’s application and the tenant was 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, except for the filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the filing fee:

1. The landlord, at its own cost, agreed to complete the following repairs at the tenant’s rental unit by June 15, 2022:
 - a. Replace the broken seal for the living room window;
 - b. Upgrade the weather stripping for all windows at the rental unit;
 - c. Repair the patio door so it is in proper, functioning order;
2. Both parties agreed to abide by section 29 of the *Act* regarding the above repairs, as the landlord agreed to provide at least 24 hours’ written notice to the

tenant, prior to entering the rental unit for the above repairs, and the tenant agreed to provide access to the rental unit, for the landlord and any repair contactors, and the tenant is not required to be present for the above repairs;

3. The tenant agreed that he will not initiate any future claims or applications against the landlord, regarding the windows and patio door at the rental unit, from the beginning of this tenancy on September 1, 2003, to this hearing date of March 28, 2022;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute, except for the filing fee. 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, except for the filing fee.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 54-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 and agreed to the above settlement terms. Both parties affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over. The tenant was given ample time during this hearing to think about, review, discuss, ask questions, and negotiate the terms of this settlement.

Filing Fee

The tenant stated that he did not want to settle his application to recover the \$100.00 filing fee and asked that I make a decision about it.

The filing fee is a discretionary award usually issued by an Arbitrator after a full hearing is conducted on the merits of the applicant's application, a decision is made, and the applicant is successful. Both parties settled this application, and I was not required to conduct a full hearing or make a decision on the merits of the tenants' application.

Accordingly, I dismiss the tenants' application to recover the \$100.00 filing fee, without leave to reapply. I informed the tenant about my decision and the above information, verbally during this hearing.

Conclusion

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

The tenant's application to recover the \$100.00 filing fee is dismissed without 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 28, 2022

Residential Tenancy Branch