



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **RP, PSF**

Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- an order the Landlord complete repairs to the rental unit pursuant to section 32; and
- an order for the Landlord to provide services or facilities required by the tenancy agreement, Act or *Residential Tenancy Regulations* ("Regulations") pursuant to section 65.

The Tenant and two agents of the Landlord ("KC" and "SB") attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence ("NDRP Package") on the Landlord in person on January 28, 2022. She submitted a signed acknowledged from an employee of the Landlord confirming receipt of the NDRP Package. I find the NDRP Package on served on the Landlord in accordance with the provisions of section 89 of the Act.

KC stated the Landlord served its evidence on the Tenant by registered mail on March 20, 2022. KC provided the tracking number for service of the Landlord's evidence on the Tenant and the Tenant acknowledged receipt of it. I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

Preliminary Matter – Correction of Landlord's Name

At the outset of the hearing, I noticed the name of the Landlord stated in the Application appeared to be incomplete when compared to the name of the Landlord stated in the tenancy agreement. KC stated the correct name of the Landlord was the name stated in the tenancy agreement. The Tenant requested that I correct the Landlord's name in the Application.

Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* ("RoP") states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

At the request of the Tenant, and with the consent of KC, I amended the Application to disclose the full name of the Landlord.

Settlement Agreement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to replace, at no expense to the Tenant, the carpeting in the hallway of the rental unit. The replacement carpet is to be of similar colour, height and density as the carpeting in the other rooms of the rental unit; and

2. The Landlord agrees to retain an exterminator to:
- (a) conduct an inspection for rats in the area near the rental unit and the nearby hedge;
 - (b) if rats are detected near the rental unit or nearby hedge, the exterminator is to provide one or more recommendations ("Recommendations") for controlling the rat population in the vicinity of the rental unit by extermination, removal or other deterrence measures; and
 - (c) the Landlord will have the exterminator perform such number of the Recommendations that may be completed by the exterminator at a reasonable cost to the Landlord.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims made in the Application, I make no factual findings about the merits of the 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: April 15, 2022

Residential Tenancy Branch