



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **DRI-ARI-C, RR, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended.

WM attended as agent for the landlord and identified the correct corporate name of the landlord. The proceedings are accordingly amended throughout.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised.

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. Neither party made any adjournment or accommodation requests.

The parties confirmed the email addresses to which the Decision would be sent.

The confirmed they were not recording the hearing.

Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

- 1. Starting July 1, 2022, the tenant shall pay a monthly parking fee to the landlord fee of \$65.00 and the parties shall sign the landlord's standard parking agreement to this effect.**
- 2. The landlord shall not charge the tenant any parking fees prior to July 1, 2022 and the landlord shall reimburse to the tenant by July 1, 2022 all parking fees paid prior to then which are acknowledged by the parties to be \$285.00 paid to date.**
- 3. The landlord shall reimburse the tenant \$100.00 for the filing fee to be deducted by the tenant from the rent payable on July 1, 2022, on a one-time basis.**

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution is settled on the above 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: May 24, 2022

Residential Tenancy Branch