



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY 21 LAKESIDE REALTY LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants August 09, 2022 (the “Application”). The Tenants applied as follows:

- For an order that the Landlords make emergency repairs for health or safety reasons
- For reimbursement for the filing fee

The Tenants appeared at the hearing. Landlord I.S. appeared at the hearing. C.H. appeared at the hearing, with D.P., for the company Landlord. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing package and evidence, and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered the evidence provided. I will only refer to the evidence I find relevant in this decision.

### Issue to be Decided

1. Are the Tenants entitled to an order that the Landlords make emergency repairs for health or safety reasons?

2. Are the Tenants entitled to reimbursement for the filing fee?

### Background and Evidence

A written tenancy agreement was submitted, and the parties agreed it is accurate. The tenancy started June 01, 2022, and is for a fixed term ending May 31, 2023. Rent is \$2,450.00 per month due on the first day of each month.

The Tenants sought a repair order in relation to two windows in the rental unit, one in one bedroom of the house and the second in a second bedroom of the house (the “Two Windows”). The Two Windows do not close or lock properly and can be opened from the outside.

The Landlords do not have an issue with repairing the Two Windows and advised that they have ordered replacement windows; however, there are delays due to the supply chain and the window company receiving and installing them.

The parties originally disagreed about whether the Two Windows can be fixed or need to be replaced. The Landlords took the position that the Two Windows cannot be fixed and need to be replaced. The Tenants thought the Two Windows might be able to be fixed but did not have strong evidence that this was possible.

After much discussion, the Tenants advised that they are seeking an order that the Landlords replace the Two Windows, that the Landlords take steps to replace the Two Windows by ordering replacement windows and that the Landlords provide the Tenants proof that they have ordered replacement windows.

The Landlords did not take issue with the above order and therefore this matter has been dealt with by way of a settlement agreement as set out below. I told the parties they did not have to come to a settlement agreement and that they could leave the decision to me. The parties did come to a settlement agreement which has been recorded below pursuant to section 63 of the *Residential Tenancy Act* (the “Act”).

The parties did not come to an agreement about the filing fee and therefore I told the parties I would decide the issue of the filing fee.

### Analysis

The Landlords and Tenants agree as follows:

1. The Landlords are ordered to replace the Two Windows and take steps to replace them by ordering two replacement windows.
2. The Landlords are ordered to provide proof to the Tenants that two replacement windows have been ordered no later than September 14, 2022.

The parties disagreed about the filing fee. C.H. submitted that the Landlords should not be responsible for paying the filing fee because they have tried to fix the Two Windows.

I find the parties can split the filing fee, and therefore the Landlords can reimburse the Tenants for \$50.00 of the filing fee. I find it appropriate for the parties to split the filing fee because I find from listening to the parties at the hearing that both could have made more efforts to communicate and resolve this issue without having to make an Application for Dispute Resolution to the RTB. Pursuant to section 72(1) of the *Act*, I award the Tenants \$50.00. Pursuant to section 72(2) of the *Act*, the Tenants can deduct \$50.00 from their next rent payment.

### Conclusion

The matter is resolved by settlement agreement as set out above.

The Tenants can deduct \$50.00 from their next rent payment.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 09, 2022

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Residential Tenancy Branch