



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP, OLC, FFT

### Introduction

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

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

The landlord's two agents, "landlord JG" and "landlord AG," the two tenants, tenant LV ("tenant") and "tenant KV," and the tenants' advocate 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 69 minutes from 11:00 a.m. to 12:09 p.m.

The tenants initially stated that they would not call any witnesses at this hearing because the witnesses could not attend. Later during this hearing, the tenant stated that one of the witnesses showed up, so the witness was immediately excluded from this hearing.

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

Landlord JG and landlord AG confirmed that they had permission to represent the two landlords named in this application, at this hearing. Landlord JG stated that the two

landlords own the rental unit, and he provided the rental unit address. Landlord JG identified himself as the primary speaker on behalf of the landlords at this hearing.

The two tenants confirmed that their advocate had permission to speak on their behalf at this hearing. The tenant identified herself as the primary speaker on behalf of the tenants at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I repeatedly informed them that I could not provide legal advice to them or act as their agent or advocate. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties repeatedly affirmed that they were ready to proceed, they wanted to settle this application, and they did not want me to make a decision. At the outset of this hearing, the tenants chose the option of settlement first, after discussing the hearing and settlement options privately with their advocate, which I explained to them repeatedly throughout this hearing.

Landlord JG confirmed receipt of the tenants’ application for dispute resolution hearing package. The tenant confirmed receipt of the landlords’ evidence. In accordance with sections 88 and 89 of the *Act*, I find that both landlords were duly served with the tenants’ application and both tenants were duly served with the landlords’ evidence.

At the outset of this hearing, the tenant confirmed that no repairs were required to be completed by the landlords. She said that the tenants initially applied for the landlords to fix the toilet seat, but the tenants paid for that expense. She claimed that the tenants only wanted their money back. I informed her that the tenants did not file a monetary application for same, so I could not consider it or amend the tenants’ application for same. The tenants did not file an amendment form for same, claiming that they filed evidence on October 12, 2022, the day before this hearing on October 13, 2022. I notified the tenants that their application for an order requiring the landlords to complete repairs to the rental unit, was dismissed without leave to reapply. The tenant confirmed her understanding of same.

During this hearing, I informed the tenants that I did not have jurisdiction to decide Criminal Code of Canada offences such as harassment, assault, threats, or other such criminal allegations. I notified them that they could contact the police for same. The tenant confirmed her understanding of same.

#### Preliminary Issue – Inappropriate Behaviour by the Tenant during this Hearing

Rule 6.10 of the RTB *Rules* states the following:

*6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing*  
*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

Throughout this hearing, the tenant repeatedly interrupted me, argued with me, repeatedly asked me the same questions, repeatedly asked me for legal advice, and repeatedly changed her submissions.

Throughout this hearing, the tenant and the tenants' advocate continued to argue with me and pursue monetary and criminal harassment claims at this hearing, despite the fact that I repeatedly informed them that I could not deal with same, as noted in my decision above.

I repeatedly cautioned the tenant, but she continued with her inappropriate behaviour. This hearing lasted longer because of the tenant's repeated interruptions, arguments, and inappropriate behaviour.

However, I allowed the tenant to attend the full hearing, despite her inappropriate behaviour, in order to allow the tenants to settle this application, as requested by them at the outset of this hearing.

#### 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 this

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. Both parties agreed to meet with the upstairs tenants, to resolve the noise issues at the rental unit;
  - a. The landlords' two agents agreed to schedule a mutually agreeable date, time, and location for the meeting, after canvassing the above with both parties and the upstairs tenants, and to inform all participants about same;
  - b. The tenants agreed that their advocate could attend the above meeting by telephone, if their advocate could not attend in person or the meeting could not take place in person at the advocate's workplace location;
2. The landlords' two agents agreed to speak to the landlords about implementing a noise buffer, such as a flooring underlay or carpets, at the rental property, and to communicate the landlords' decision to the tenants;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties 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 69-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 the above settlement terms and were agreeable to them.

I repeatedly informed the tenants that I would not make a decision regarding their application. I repeatedly notified them that they voluntarily chose to settle their application at the outset of this hearing, after the settlement and hearing options and consequences were repeatedly explained to them by me, they affirmed their understanding of same, and they had no questions regarding same.

The tenants and their advocate were given ample time and multiple opportunities throughout this hearing, to think about, review, discuss, and ask questions about the

above settlement terms privately with each other. The tenant proposed the above two settlement terms, which were both accepted by the landlord.

### Filing Fee

The tenant asked that I make a decision about the tenants' application to recover the \$100.00 filing fee because she did not want to settle the issue with the landlords, when given the option.

The filing fee is a discretionary award usually issued by an Arbitrator after a full hearing is conducted on the merits of the tenants' application, a decision is made, and the tenants are successful.

Both parties settled this application, and the remainder was dismissed without leave to reapply. 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.

### Conclusion

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

The remainder of the tenants' application 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: October 13, 2022

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Residential Tenancy Branch