



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants November 15, 2022 (the “Application”). The Tenants applied for an order that the Landlord make emergency repairs.

Tenant A.L. (the “Tenant”) appeared at the hearing and appeared for Tenant K.L. The Landlord appeared at the hearing. 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.

Service

The Tenants submitted evidence prior to the hearing. The Landlord did not submit evidence. I addressed service of the hearing package and Tenants’ evidence.

The Landlord testified that they did not receive the hearing package from the Tenants and found out about the hearing from the RTB December 15, 2022. The Landlord testified that they only received some of the Tenants’ evidence but were fine with admissibility of the Tenants’ evidence. The Landlord testified that they sent evidence to the RTB; however, this had not yet been received or uploaded to the file.

The Tenant testified that the hearing package was sent by regular mail to the rental unit because the Landlord would not provide an address for service.

The Landlord's address for service is on the written tenancy agreement submitted. The Landlord confirmed the address for service is correct. The Tenants had not tried sending documents to the address for service.

The Landlord advised they have relevant evidence for this matter and submitted it late because of not receiving the hearing package. I was not satisfied the Landlord was served with the hearing package in accordance with section 89(1) of the *Residential Tenancy Act* (the "*Act*") as required because this section does not allow for service by regular mail, the Tenants did not submit proof of service and the Tenants served the Landlord at the rental unit despite there being an address for service on the written tenancy agreement between the parties. I told the parties I would adjourn this matter to allow the Landlord to submit evidence but that we would discuss settlement first given the urgency of the issues raised.

Tenancy agreement

The parties confirmed the accuracy of the written tenancy agreement submitted.

Settlement

I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I told the parties settlement discussions are voluntary and that there is no obligation to discuss settlement or to come to an agreement. I told the parties that, if they do come to an agreement, I would write this out in my written decision, and it would become a final and legally binding agreement that the parties could not change their mind about later.

The Tenants sought emergency repairs due to an electrical issue that caused outlets to stop working and ruined appliances in the rental unit. The Tenant advised that the Tenants are moving out of the rental unit in a week and a half. The parties agreed to the settlement outlined below.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Landlord will attend the rental unit tomorrow, December 21, 2022, between 7:00 a.m. and 8:00 p.m., to assess and determine if the following is working properly:
 - Fireplace
 - Stove
 - Dishwasher
 - Main lights
 - Exterior power panel
 - Hot tub
2. If any of the above are not working properly, the Landlord will take the necessary steps to have these items repaired as soon as possible.

The Landlord said they would send the Tenants a text message before they attend the rental unit December 21, 2022.

This settlement agreement is in full and final satisfaction of this dispute.

Conclusion

This matter is dealt with by way of settlement as set out above.

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: December 20, 2022

Residential Tenancy Branch