



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Proprise Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RR, RP, OLC, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order for repairs to be made to the unit, site or property pursuant to section 32;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62;
- Authorization to recover the filing fee from the other party pursuant to section 72

The landlord was represented at the hearing by property manager, HL ("landlord") and the tenants were represented by co-tenant, BB ("tenant"). The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act. Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Preliminary Issues

The property manager attending on behalf of the landlord testified that he no longer works for the property management company named as a respondent in the tenant's application for dispute resolution. He did not inform the tenants that he changed property management companies. Further, the rental unit has sold, and the named landlord is no longer the owner of the property. Lastly, the address for the owner of the rental unit on the tenancy agreement is the property manager's own residence and the property manager sold that property in October and did not advise the tenants.

The tenant confirmed that the rental unit is now owned by a new landlord. The tenant was unaware the property manager changed property management companies and sent the Notice of Dispute Resolution Proceedings via registered mail to the previous

one instead of the new one on November 17, 2022. The tenant was unaware the address for the owner of the unit was that of the property manager and that it was sold in October and sent it to the property manager's former residence on November 17th.

Based on this evidence, I amended the property management name on the tenant's application to reflect the new property management company in accordance with section 64 of the Act. The name is reflected on the cover page of this decision. I also deem the property manager and the homeowner served with the Notice of Dispute Resolution Proceedings on November 22, 2022 in accordance with section 71 of the Act the fifth day after it was sent via registered mail.

Settlement Reached

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 or an order. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties agree that the rental unit has sold, and the tenancy is now with a different landlord.
2. The application seeking repairs and an order the landlord comply is dismissed with leave to reapply.
3. The parties agree that the tenant has received an e-transfer of \$250.00 in full and final settlement of the application for rent reduction and the filing fee.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

This hearing was settled in the terms as recorded pursuant to section 63 of the Act.

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: January 12, 2023