



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **ERP FFT**

### Introduction

This hearing was convened by conference call as a result of the Tenants' application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act"). The Tenants applied for:

- an order for the Landlords to complete emergency repairs to the rental unit pursuant to section 33; and
- authorization to recover of the filing fee for the Application from the Landlords pursuant to section 72.

The two Landlords ("AB" and "JB"), the Landlords' translator ("GB") and the two Tenants ("JW" and "AM") attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

AM stated the Tenants served the Notice of Dispute Resolution Proceeding and their evidence ("NDRP Package") on the Landlords' door on March 18, 2023. AB acknowledged the Landlords received the NDRP Package. Based on the foregoing, I find the Landlords were served with the NDRP Package pursuant to sections 88 and 89 of the Act.

AB stated the Landlords served their evidence on the Tenants' door on March 26, 2013. AM acknowledged the Tenants received the Landlords' evidence. Based on the foregoing, I find the Tenants were served with the Landlords' evidence pursuant to section 88 of the Act.

## Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlords agree to have a technician attend at the residential premises, by April 15, 2023, to inspect the main furnace that provides heating for the rental unit and, if required, to perform any repairs to the furnace that are necessary to increase the heat output supplied by the main furnace to the rental unit. The Landlords agree to provide the Tenants with a copy of the report from the technician that states that no repairs were performed as the furnace is operating at its maximum output or, if repairs are performed, a detailed listing of the repairs performed;
2. If any repairs performed on the main furnace do not significantly increase the heat supplied to the rental unit, then the Landlords agree to have an inspection performed by a competent expert by May 14, 2023 to determine the cause or causes of excessive heat loss from the rental unit and the expert is to provide the Landlords with a report ("Report") that provides recommendations for repairs and improvements that are required to decrease the heat loss from the rental unit. The Landlords agree to provide the Report to the Tenants not later than May 31, 2023;
3. The Landlords and Tenants agree they will attempt to negotiate an agreement on which of the repairs and improvements recommended in the Report will be performed by the Landlords. If the Landlords and Tenants reach agreement on which of the repairs or improvements will be performed by the Landlords, then the Landlords agree to perform those repairs and improvements within 60 day of the parties reaching agreement with the Tenants. In the event, the Landlords and Tenants are unable to reach an agreement on which repairs and improvements are to be performed to the rental unit by June 15, 2023, then the Tenants may make a new application for dispute resolution to the Residential Tenancy Branch to seek emergency repairs to the rental unit;
4. The Landlords agree to keep the Tenants informed, on a timely basis, with the status of the remediation of the damages to the septic tank, septic field

- and ancillary components that were damaged by a truck and which is currently the subject of an insurance claim by the Landlords;
5. The Landlords agree to have repairs performed to the roof, and to any other components of the residential property, to remediate water ingress through the ceilings, and down the walls, of the rental unit; and
  6. The Landlords agree to comply with section 29(1) of the Act in respect of gaining entry into the rental unit.

These particulars comprise the full and final settlement of all claims made by the Landlord in the Application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

As the Tenants have settled this matter with the Landlords, they are not entitled to recover the filing fee for the Application.

### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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: April 1, 2023

---

Residential Tenancy Branch