



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Societies
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OLC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Decision

This application is settled on the terms below.

Process

Both parties attended. They had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or Order(s).

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenant's application is dismissed with leave to reapply.
2. The parties agreed to communicate by email and phone at the contacts for each recorded on the first page.
3. By 5:00 PM on April 17, 2023, or such date as the parties may agree upon, the landlord shall investigate the following and provide a written report to the tenant including the results of the investigation and a plan/schedule for remediation.
 - a. Investigate the tenant's complaints about noise outside the building from the operation of wood cutting or wood working equipment.
 - b. Inspect the elevator for the smell of urine. Consider replacing the flooring in the elevator with a flooring that could be cleaned more easily and effectively to eliminate odour.

- c. Investigate the alleged presence of fecal odor in the hallway of the laundry room – carpet and ceiling.
 - d. Inspect adequacy of emergency lighting.
 - e. Investigate adequacy of the fire exit in the lounge (now storage room) on 5th floor.
4. The landlord shall carry out any such remediation in a timely and efficient manner.

Should either party breach the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with the Order(s), they may be filed and enforced as Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

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 09, 2023

Residential Tenancy Branch