



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding A & S SANDHU ENTERPRISES  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **ERP, FFT**

### **Introduction**

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

1. An Order for emergency repairs pursuant to Sections 33 and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord and two Tenants attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

### **Settlement**

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.

The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agrees to replace the glass in the basement bathroom window, and to properly fit, seal, and secure the window in place;
2. The Landlord agrees to secure the glass into the basement spare room window, and to properly fit, seal, and secure the window in place;
3. The Landlord agrees to replace rotting wood on the back deck railing, and secure all the railings into place;
4. The Landlord agrees to level protruding nails out of sideboards in the back deck;
5. The Landlord agrees to re-glue down all lifted vinyl deck flooring on the back deck;
6. The Landlord agrees to install a back door security lock/latch for the back entry system;
7. The Landlord agrees to install a deadbolt, or other additional locking mechanism, to the front door. The Tenants must be able to lock this door from inside and outside of the rental unit using this deadbolt or other additional lock;
8. The Landlord agrees that his renovation team must provide the Tenants with 24-hour notice of their intent to come to the home to finish these final emergency repairs;
9. The Tenants agree to not encumber the Landlord's renovation team when they come to the rental unit to do their work;
10. The Tenants agree to make the rental unit available from 8:00 a.m. to 5 p.m.;
11. The Parties are ordered to comply with all these settlement terms; and,
12. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. 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.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

As this matter was settled, I do not grant the Tenants recovery of the application filing fee.

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: April 18, 2023

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Residential Tenancy Branch