



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, PSF, OLC, FFT

Introduction

This hearing dealt with the tenant's application, filed on January 18, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to make repairs to the rental unit, pursuant to section 32;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord, the landlord's husband, and the tenant attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 31 minutes from 1:30 p.m. and 2:01 p.m.

The landlord confirmed the names and spelling for her and her husband. The tenant provided her name and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that she owns the rental unit. She provided the rental unit address. She identified herself as the primary speaker for the landlord at this hearing. She said that her husband would not testify or participate in this hearing.

The landlord affirmed that she did not require an English language translator at this hearing. I repeated and rephrased information to the landlord throughout this hearing, and she said that she could understand me properly.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the tenant affirmed that she would not record this hearing. At the outset of this hearing, the landlord affirmed that neither she, nor her husband, would record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The landlord stated that she did not receive a copy of the tenant’s application for dispute resolution hearing package. The tenant stated that she tried to personally serve the landlord with the tenant’s application on January 20, 2023, at the landlord’s workplace, but the landlord refused service. The landlord agreed that she refused service but claimed that she did not know what the documents were. The landlord said that she wanted to proceed with this hearing and settle the tenant’s application, even though she did not receive a copy of the tenant’s application.

Preliminary Issue – Inappropriate Behaviour by the Landlord during this Hearing

Rule 6.10 of the RTB *Rules* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing
Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator’s direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

Throughout this hearing, the landlord repeatedly interrupted me, argued with me, repeatedly asked me the same questions, repeated the same arguments, and refused to answer my questions.

I repeatedly cautioned the landlord, but she continued with her inappropriate behaviour. This hearing lasted longer because of the landlord's inappropriate behaviour.

However, I allowed the landlord to attend this full hearing, despite her inappropriate behaviour, in order to allow her to settle this application, as requested by her at the outset of this hearing. The landlord agreed to do repairs at the rental unit and then repeatedly argued about the dates to do so.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed, at her own cost, to hire certified, licensed professionals to make the following repairs at the rental unit:
 - a. The sagging roof on the inside of the rental unit;
 - b. The buckled floor in the living room;
 - c. The bedroom wall, where there is moisture and bubbling;
2. Both parties agreed to abide by section 29 of the *Act* for the remainder of this tenancy;
 - a. Both parties agreed that the landlord is entitled to do repairs to the rental unit, if she provides the tenant with at least 24 hours' written notice first;
 - b. The tenant agreed to provide access to the rental unit, whether she is present or not, for the landlord to do repairs, provided that proper written notice is given by the landlord first;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her entire application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they

understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 31-minute hearing. Both parties were provided with ample time during this hearing to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The landlord was unable to agree on a date of completion for the above repairs, claiming that the contractors' schedules were out of her control. I imposed a date of June 30, 2023. The tenant agreed to same. If the landlord is unable to have the above repairs completed by June 30, 2023, she can notify the tenant, regarding same. I informed the landlord that she was at liberty to have an agent, advocate, or lawyer communicate with the tenant, since the landlord claimed that she had difficulty with the tenant on her own.

Conclusion

I order both parties to comply with all of the above settlement terms and orders.

The tenant must bear the cost of the \$100.00 filing fee paid for this 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: May 15, 2023

Residential Tenancy Branch