



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **RP PSF OLC FFT**

### Introduction

This hearing was convened because of an application for dispute resolution (Application) made by the Tenant under the *Residential Tenancy Act* (Act). The Tenant seeks:

- an Order requiring the Landlord to complete repairs to the rental unit pursuant to section 32;
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 27;
- an order for the Landlord to comply with the Act, the *Residential Tenancy Regulations* (Regulations) and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Application from the Landlord.

The Landlord's agent (EC) and the Tenant 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* (RoP). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence (NDRP Package) on the Landlord by email. Although the Tenant did not submit any evidence to demonstrate the Landlord consented to service of documents under the Act by email, EC acknowledged the Landlord received the NDRP Package. As such, I find the NDRP Package was sufficiently served on the Landlord pursuant to section 71(2)(b) of the Act.

EC stated the Landlord served its evidence on the Tenant by email on March 7, 2023. Although EC did not submit any evidence to demonstrate the Tenant consented to

service of documents under the Act by email, the Tenant acknowledged receipt of the Landlord's evidence. As such, I find the Landlord's evidence was sufficiently served on the Tenant pursuant to section 71(2)(b) of the Act.

#### Preliminary Matter – Amendment to Application

At the outset of the hearing, I noted the tenancy agreement stated the name of the Landlord was "AHL" whereas the name the Tenant used for the Landlord in the Application only stated "A". I pointed out to the Tenant the name of the Landlord used in the Application was not a legal name. I also pointed out that the other two persons named as respondents in the Application (CM and MR) were not named as landlords in the tenancy agreement. The Tenant then requested that I amend the Application to insert the full name of AHL as a respondent and to remove CM and MR as respondents. EC stated the Landlord had no objections to the amendments requested by the Tenant.

Residential Tenancy Branch Rule of Procedure 4.2 states:

#### **4.2 Amending an application at the hearing**

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute

Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

Pursuant to the request of the Tenant, and with the consent of the Landlord, I order the Application to be amended to remove CM and MR as respondents and to replace the name "A" with "AHL".

#### 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 Tenant agrees to withdraw the Application;
2. The Landlord agrees to cancel the Notice Terminating or Restricting a Service or Facility, dated February 28, 2023, that was served on the Tenant;
3. The Landlord agrees to complete repairs to the patio of the rental unit by August 31, 2023;
4. The parties agree to use reasonable efforts to negotiate the amount of compensation the Tenant is entitled to for the Tenant's loss of use of the patio because of the Landlord failure to complete repairs to the patio within a reasonable period after being notified by the Tenant of the need for such repairs. In the event the parties cannot reach an agreement on the amount of compensation the Landlord will pay the Tenant, the Tenant may make an application for dispute resolution to the Residential Tenancy Branch to seek a monetary order requiring the Landlord to pay her compensation for loss of use of the patio;
5. To compensate the Tenant for the filing fee she paid for the Application, the Landlord agrees the Tenant may deduct \$100.00 from next month's rent, notifying the Landlord when this amount is deducted. The Landlord agrees that it will not serve the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent when this deduction is made by the Tenant.

These particulars comprise the full and final settlement of all claims made by the Tenant 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.

### 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: June 17, 2023

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Residential Tenancy Branch