



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRIME RENTALS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, PSF, RR, FFT

Introduction

This teleconference hearing was scheduled in response to five joined tenants' Applications for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"). The Tenants applied for an Order for the Landlord to comply with the *Act*, *Residential Tenancy Regulation* (the "*Regulation*") or tenancy agreement, for an Order for the Landlord to provide services or facilities required by the tenancy agreement or law, and for an Order for a reduction in rent due to services or facilities agreed upon but not provided. Each of the five tenants also applied for the recovery of the filing fee paid for their Application for Dispute Resolution.

Two agents for the Landlord (the "Landlord") were present for the teleconference hearing, as were two Tenants. The parties were affirmed to be truthful in their testimony. The Landlord confirmed that the Notice of Dispute Resolution Proceeding package and a copy of the Tenants' evidence was received and did not bring up any issues with service. The Landlord did not submit any documentary evidence prior to the hearing. I find that the Landlord was duly served in accordance with Sections 88 and 89 of the *Act*.

At the outset of the hearing, the parties confirmed that they had come to an agreement that they would like confirmed through a written decision. As such, the terms of the settlement agreement were discussed and both parties were provided with the opportunity to discuss the terms of the agreement, propose any changes to the agreement, and ask questions.

Preliminary Matters

At the outset of the hearing, an agent for the Landlord clarified the correct business name of the Landlord. Therefore, the Applications for Dispute Resolution were amended to correctly name the Landlord. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Issues to be Decided

Should the Landlord be ordered to comply with the *Act*, *Regulation* or tenancy agreement?

Should the Landlord be ordered to provide services or facilities required by the tenancy agreement or law?

Are the Tenants entitled to a reduction in rent for services or facilities agreed upon but not provided?

Should the Tenants be awarded the recovery of the filing fee paid for their Applications for Dispute Resolution?

Settlement

In accordance with Section 63 of the *Act*, the parties may be assisted to settle their dispute and that settlement agreement may be recorded in the form of a decision. Prior to the hearing, the Tenants submitted a document dated November 12, 2018, which outlines a compromise that had been reached between the parties. The terms of this compromise document were reviewed and both parties provided input into the final terms of the settlement. The parties confirmed that the agreement reached settles the claims of each of the Applications for Dispute Resolution.

The parties came to the following settlement agreement:

1. Tenants WM and AM will be provided one large walk-in locker in the basement of the rental building.
2. Tenant ML will be provided one large walk-in locker in the basement of the rental building.
3. Tenant JS will be provided two half-size lockers in the basement of the rental building.
4. Tenant JR will keep his locker in the basement of the rental building.

5. Tenant RD will be provided one large walk-in size locker in the basement of the rental building.
6. The Landlord will ensure that the lockers are ready to be occupied by the Tenants no later than the end of the day on November 30, 2018.
7. The Landlord will provide the new locker numbers to Tenant JR by the end of the day on November 30, 2018.
8. Once received, Tenant JR will notify the other Tenants of their new locker numbers.
9. The Tenants will move their belongings from their current storage space into the new storage lockers no later than the end of the day on December 7, 2018.
10. The Landlord has agreed to reimburse the Tenants for the \$100.00 filing fee paid for each of the five Applications for Dispute Resolution. The Tenants may deduct \$100.00 one time from their next monthly rent payment as recovery of the filing fee.

During the hearing, the parties confirmed that they were entering into the settlement agreement voluntarily and of their own accord. The parties also confirmed their understanding that a settlement agreement is final and binding and is full resolution of the claims on each of the five Applications for Dispute Resolution.

Conclusion

The parties are ordered to follow the terms of the settlement agreement outlined above.

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: November 29, 2018

Residential Tenancy Branch