



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

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

- 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 filing fee for this application, pursuant to section 72.

The landlord, the landlord's agent, and the tenant attended the 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 59 minutes.

The landlord confirmed that she was the building manager for the rental building and that she had permission to speak on the owner's behalf. The landlord's agent, who is the landlord's husband, confirmed that he was the maintenance person for the rental building and that he had permission to speak on the owner's behalf.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

### 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. Both parties agreed that they will continue to abide by the previous Residential Tenancy Branch ("RTB") settlement decision, dated February 6, 2020, the file number of which appears on the front page of this decision;
2. Both parties agreed that the landlord has a safe way for the tenant to pay rent in cash in person or to drop a personal cheque, money order, or certified cheque in the landlord's mailbox or under the landlord's door, during the covid-19 pandemic;
3. The tenant agreed that he did not have any current issues with asbestos in the rental building;
4. The tenant agreed that he did not have any current issues with the landlord owner having security cameras in the rental building for safety;
5. The tenant agreed that he did not have any current issues regarding paying rent to the landlord;
6. Both parties agreed that they will try and talk and mediate any future tenancy issues between themselves before coming to the RTB;
7. The tenant agreed to bear the cost of the \$100.00 filing fee for this application;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of this application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. The above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

I order both parties to abide by all of the above settlement terms. The tenant must bear his own cost for 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: June 01, 2020

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Residential Tenancy Branch