



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS. AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OLC, RP, PSF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order for the Landlord to Comply with the Act or tenancy agreement; an Order for repairs to the unit, site or property; and for an Order to provide services or facilities required by the tenancy agreement or law.

The Tenants and an agent for the Landlord, E.H. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. Two witnesses, one for the Landlord and one for the Tenant were also present and provided affirmed testimony. During the hearing, the Tenants and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Before the Parties testified, I advised them that RTB Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this case, the Tenants indicated different matters of dispute on their Application; however, I found that not all of the claims on the Application are sufficiently related to be determined during this proceeding; therefore, I asked the Tenants which claim is the most important to be addressed in this hearing. The Tenants said their primary concern is pest control, which they said is an ongoing issue in the rental unit. I, therefore, only considered the Tenants' request for regular repairs to the rental unit in the form of eradicating bugs in the rental unit. The Tenants' other claims are dismissed with leave to reapply.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Tenants agree to withdraw their Application regarding their complaint about bed bugs, as part of this mutually agreed settlement.
2. The Tenants may reapply for dispute resolution for the other claims that were severed in this proceeding.
3. The Landlord agrees to attend the Tenants' rental unit on Wednesday, November 18, 2020 at noon with a pest control company to deal with the bug problems in the rental unit.
4. The Tenants agree to show the building manager the bugs that they have found in their rental unit to assist in identifying which pest control treatment is needed.
5. The Tenants agree to advise the Landlord in writing, if they have a problem, rather than immediately filing for arbitration and not giving the Landlord an opportunity resolve the problem.
6. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

Conclusion

The Tenants' chose to focus our attention in this proceeding on the issue of bed bugs, which related to their claim for regular repairs to the rental unit. Given that there was only an hour available for the hearing, and pursuant to Rule 2.3, I severed the Tenants' other claims with leave to reapply.

This matter was resolved by way of a mutually settled agreement. In recognition of this settlement agreement and based on the above, I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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 16, 2020

Residential Tenancy Branch