



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BELMONT PROPERTIES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, OLC, RP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on July 28, 2021 (the "Application"). The Tenant applied as follows:

- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- For repairs to be made to the rental unit or property
- To recover the filing fee

The Tenant appeared at the hearing with the Advocate and a witness, M.M. M.M. exited the hearing until required. Halfway through the hearing, H.M. called into the hearing as a witness for the Tenant. H.M. exited the hearing until required. I did not hear from either witness because the parties came to a settlement agreement in this matter. B.M., R.A. and A.G. appeared at the hearing as agents for the Landlord.

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 Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

B.M. provided the correct name of the Landlord which is reflected in the style of cause.

The Advocate provided written submissions which outlined numerous issues on behalf of the Tenant, some of which involved compensation. Pursuant to rule 2.2 of the Rules, I told the Advocate and Tenant that I would only consider the issues raised in the Application. The Tenant filed a paper application which raises two issues, an issue with their parking spot and the elevator. The Advocate confirmed the elevator does not

require repairs. Given this, I told the Advocate and Tenant I would consider the parking spot issue as well as the request for the filing fee. The request for repairs is dismissed without leave to re-apply because the elevator does not require repairs.

I note that if the Tenant is seeking compensation, the Tenant must file an Application for Dispute Resolution stating that they are seeking compensation and outlining the amounts of compensation sought.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing package and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The parties agreed rent is currently \$935.00 per month.

During the hearing, I asked the Tenant what order they are seeking. The Tenant advised they are seeking an order that the Landlord return \$270.00 to them and an order that the Landlord provide a parking spot to them. I told the Tenant I would not consider the request for \$270.00 because this is a request for compensation and the Tenant has not applied for compensation. I told the Tenant I would consider the request for an order that the Landlord provide a parking spot to them.

B.M. for the Landlord was agreeable to providing the Tenant a parking spot and therefore I raised the possibility of settlement with the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement, I would decide the matter. If they chose to discuss settlement and did not come to an agreement, I would decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement between the parties.

The parties discussed settlement and came to an agreement in relation to the parking issue. The parties could not agree on the request for the filing fee and both agreed to leave this issue up to me to decide.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord will provide the Tenant with parking spot #38 immediately.
2. The Tenant has been paying \$10.00 for a parking spot since the start of the tenancy and this settlement agreement will not affect this.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

Filing Fee

The Tenant sought to recover the \$100.00 filing fee.

The agents for the Landlord disputed that they should pay for the filing fee and stated that they told the Tenant they would provide them with a parking spot and gave them several options of spots, including parking spot #38. The agents submitted that it was not necessary to come to the hearing to resolve the parking issue.

The Tenant submitted that the Landlord only provided them the option of one other parking spot which was already used by another tenant who verbally abused the Tenant when they parked in the spot.

I am satisfied based on the evidence provided by both parties that the Landlord was open and willing to discuss assigning the Tenant a new parking spot when their original spot could no longer be used. I find this is particularly shown in the April 14, 2021 letter from R.A. to the Tenant. Further, at the hearing, the agents for the Landlord were open and willing to agree to assigning the Tenant a new parking spot without making submissions on this issue and without raising any dispute. I find it was unnecessary for the Tenant to make the Application to resolve the parking issue and therefore I find the Tenant can bear the cost of the filing fee. This request is dismissed without leave to re-apply.

Conclusion

The parties have come to the settlement agreement outlined above.

The Tenant is not entitled to recover the filing fee and this request is dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: November 29, 2021

Residential Tenancy Branch