



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1121695 BC LTD, 1121695 BC LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RR, RP**

Introduction

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

1. An Order to reduce rent for repairs, services or facilities agreed upon but not provided pursuant to Section 65 of the Act; and,
2. An Order for repairs to the unit, the Landlord has been contacted in writing to make repairs, but they have not been completed pursuant to Section 32 of the Act.

The hearing was conducted via teleconference. Four of the Landlord's Agents, the Tenant and his Advocate attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

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 or an order.

The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agrees to provide the Tenant with alternate accommodations during the repairs that will be conducted in his rental unit;
2. The Landlord agrees to offer the Tenant his choice of accommodations available in the Landlord's available inventory as discussed in the hearing;
3. The Landlord agrees to contact their mould inspection specialist and make an appointment for their assessment of the rental unit;
4. The Tenant agrees to ready his apartment contents for the move to the alternate accommodations;
5. The Landlord agrees to move the Tenant and his housing contents into the chosen alternate accommodations out of the Landlord's inventory;
6. The Landlord agrees that an asbestos assessment, and mould assessment will be conducted in the Tenant's rental unit;
7. The Landlord agrees to provide the Tenant with a copy of the mould inspector's assessment report of his rental unit;
8. The Landlord agrees their contractor will complete the fix of all the affected areas in the Tenant's rental unit, including drywalling, taping, mudding, priming, and painting;
9. The Landlord agrees to provide the Tenant with a date when he can expect to move back into his rental unit after the repairs are completed;
10. The Tenant agrees that he will arrange his own team to move all his belongings back into his rental unit at the end of the repairs;
11. The Tenant agrees that his move will not take longer than 48 hours;
12. The Parties are ordered to comply with all these settlement terms and act within reasonable timelines; and,
13. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. I make no factual findings about the merits of 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 Act.

Dated: April 28, 2023

Residential Tenancy Branch