

DECISION

Dispute Codes:

MNDC

RP

RR

FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for:

- A Monetary Order for money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement;
- An Order to compel the landlord to make emergency repairs;
- An Order compelling the Landlord to make repairs to the unit, site, property;

Both parties attended and gave affirmed testimony in turn.

Preliminary Issue

At the outset of the hearing the tenant and the landlord stated that the parties had come to an agreement regarding the repairs which are now currently underway. Therefore, the portion of the tenant's application relating to an order for repairs was withdrawn.

Issue(s) to be Decided

At this hearing, the remaining issue to be determined, based on the the evidence was:

- Whether or not the tenant is entitled to be compensated for the damages and losses due to a flood in the unit.

Background and Evidence

The Tenant submitted into evidence a copy of written testimony outlining the chronology of events that occurred on December 22, 2008. The tenant testified that an

extreme influx of water soaked some of the tenant's belongings which had both sentimental value and a monetary value that has yet to be determined. The tenant testified that the amount of \$300.00 being sought was only an estimate and that she would be able to establish value and/or repair costs with more research.

A mediated discussion ensued and the parties reached a tentative agreement in which the landlord committed to making an assessment of the damage and possibility of insurance coverage with a view of assisting the tenant by compensating the value of repair costs. The tenant was in agreement with this process.

Analysis

In regards to the portion of the tenant's application relating to repairs, I find that this claim must be dismissed as it was withdrawn in consideration of the landlord's response to this issue.

In regards to the portion of the tenant's application relating to monetary compensation, I find that a flood did occur with some resulting damage to the tenant's belongings. However I make no findings relating to the merit of the tenant's monetary claim as the parties have willingly embarked on a mutually agreed-upon course of action.

Conclusion

Accordingly, I hereby dismiss the tenant's application, with leave to reapply in regards to compensation for the damages, in the event that the matter is not resolved to the tenant's satisfaction pursuant to the mutual agreement reached by the parties.

January 2009

Date of Decision

Dispute Resolution Officer