



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes RP, OLC, RR, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking orders for the Landlord to comply with the Act and tenancy agreement, for the Landlord to make repairs to the rental unit, for a rent reduction and for reimbursement of the filing fee.

The Tenant and Agent for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Tenant entitled to the relief sought in his Application?

Background and Evidence

This tenancy began on February 1, 2007, and is on a month to month basis. The monthly rent is \$1,534.00.

The Tenant submitted photographic and written evidence and provided affirmed testimony that for the past year, a bedroom window in his rental unit has been leaking water, causing water damage in and around the window and now to the ceiling. The Tenant testified that he notified the Landlord verbally several times about the leaking window, but it has not been fixed. The Tenant testified that there appears to have been attempts at repairs, but the problem remains when it rains.

The Agent for the Landlord stated that when she was made aware of the problem recently by the Landlord, she took immediate steps to fix the leaking problem. The Agent for the Landlord stated that the source of the problem was leaking skylights on another floor, which are to be fixed next week.

The Agent for the Landlord appears to be making affirmative, timely steps to correct the problems once she knew of them and the Tenant did not dispute this.

Settled Agreement

After testimony by both parties, the Tenant and the Agent for the Landlord reached a settled agreement. The Landlord agreed to not issue a rent increase for a period of at least one year, beginning with the December 2010 rental payment and the Tenant accepted this offer in return for not seeking the relief requested in his Application and with the Agent for the Landlord's assurance the leaking window will be corrected in the near future.

The parties agree that the Tenant is allowed a \$50.00 credit on his rent for reimbursement of the filing fee. As the Tenant's rent is by way of an automatic bank draft, the Agent for the Landlord will reimburse this amount.

Conclusion

The Tenant and the Agent for the Landlord have reached a settled agreement that the Tenant's rent will not be raised for at least one year beginning with the December 2010 rent, the Tenant will not seek the relief requested, the Landlord will finish the repairs and allow the Tenant a reimbursement of the \$50.0 filing fee on his monthly rental payment.

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: November 16, 2010.

Dispute Resolution Officer