

DECISION

Dispute Codes MNDC, ERP, RP, FF, O

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The parties agreed that the landlord was served with a copy of the tenant's dispute resolution hearing package when it was handed to his representative on or about January 27, 2011. I am satisfied that the landlord was served with this package.

Issues(s) to be Decided

Is the tenant entitled to a monetary order for loss arising out of this tenancy? Should the landlord be required to conduct repairs or emergency repairs to the rental unit? Is the tenant entitled to recover the cost of filing her application from the landlord?

Background and Evidence

This month-to-month tenancy commenced on December 15, 2008. Monthly rent is set at \$500.00, payable on the first.

The tenant said at the commencement of the hearing that her application is not "about the money" as her interest is in obtaining repairs to the rental unit while she continues looking for somewhere else to live. Her application for dispute resolution listed the following three areas of concern:

Seek repairs – re unhealthy environment

Return parking rights

Electrical inspection

During the hearing, the parties agreed that there was no mention of assigned parking spaces in the tenant's Residential Tenancy Agreement. The landlord entered undisputed evidence that the tenant does not own a car. The tenant said that she is not satisfied with the landlord's decision to provide a specific parking space near her rental unit to one of his other tenants. She said that in the past family members and friends were able to park in this space.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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.

During this hearing, the parties discussed the issues in dispute, turned their minds to compromise and reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The landlord commits to repair the mould problem in the rental unit by the end of February 2011. If work to repair the mould problem is not completed by March 1, 2011, the tenant will be allowed to reduce her rent to \$400.00 per month until the repairs are completed.
2. The landlord commits to have inspections performed on the electrical and heating systems and the refrigerator in the rental unit by the end of February 2011. If there are problems identified through these inspections, the landlord commits to conduct the necessary repairs by March 15, 2011.
3. These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement agreement between the parties, I order that if the landlord's repairs to the mould problem affecting her rental unit have not been completed by the end of February 2011, the tenant's rent be reduced to \$400.00 per month as of March 1, 2011. In this event, the tenant's monthly rent would remain at \$400.00 until the landlord's repairs to the mould problem have been completed.

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*.