

## **DECISION**

**Dispute Codes:** OLC, ERP

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to direct the landlord to make repairs to the unit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Did the tenant put the landlord on notice with regard to repairs to the rental unit? Was the landlord negligent with regard to maintaining the rental unit in a condition that is in keeping with health and safety standards?

### **Background and Evidence**

The tenancy started on March 01, 2011 for a fixed term of one year. The tenant responded to an on line advertisement and viewed the rental unit sometime during the middle of February. On February 21, 2011 the parties entered into a tenancy agreement. The tenant paid a security deposit of \$800.00 and a pet deposit of \$500.00. The rental unit is located in the basement and the upper level is rented by a family.

During the hearing, the reasons for the tenant's application for dispute resolution and the problems with heating, leaky faucet and other repairs were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 reached an agreement to settle their dispute under the following terms.

- The landlord agreed to conduct repairs to the rental unit by April 15, 2011.
- These repairs are as follows: the landlord will fix the leaky faucet and pipe in the bathroom, repair the baseboard, remove discarded items from the entrance to the unit, remove a television from the den and provide adequate heating in the basement.
- The landlord agreed to allow the tenant to end the fixed term tenancy on June 30, 2011, without any penalty.
- The tenant agreed to move out on June 30, 2011.
- The tenant agreed to pay rent as per the tenancy agreement for every month of the tenancy.
- Both parties agreed that upon fulfillment of the above terms, neither party would pursue any claim against the other with regard to this dispute rental unit.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

### **Conclusion**

The parties have settled their dispute as per the above agreement.

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: March 30, 2011.

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Residential Tenancy Branch