



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, RP, RR, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss under the Act – Section 67;
2. An Order compelling the Landlord to comply with the Act – Section 62;
3. An Order compelling the Landlord to make repairs to the unit – Section 32;
4. An Order allowing the Tenant to reduce rent for repairs agreed upon but not provided – Section 65;
5. An Order to recover the filing fee for this application - Section 72.

Both parties attended the conference call hearing. During the Hearing the parties reached an agreement to settle the dispute.

### Background and Evidence

The tenancy began on March 30, 2011. Prior to moving into the unit, the Tenant and Landlord completed an inspection report that listed several items requiring cleaning and repairing at the beginning of the tenancy. The Tenant states that to date several of the tasks have yet to be completed. The Landlord agreed that these tasks can and will be completed. During the Hearing, the parties reached an agreement to settle the dispute. In consideration for accepting the Landlord’s offer and reaching an agreement, the Tenant does not wish to pursue the above noted claims.

### Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. The Landlord will arrange with the Tenant a time and date for completion of the following repairs and cleaning (the “tasks”) at the Tenant’s unit:**
  - 1. Replace existing fridge with a working and clean fridge;**
  - 2. Repair broken toilet lid and flush handle;**
  - 3. Repair seal around the tub and sink;**
  - 4. Replace rusted shower rod with a new shower rod;**
  - 5. Clean and remove garbage from patio.**
- 2. The Landlord will complete the tasks no later than June 15, 2011.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

### Conclusion

The Parties have resolved the dispute as set out on the mutually agreed upon terms and the application for dispute resolution is dismissed.

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: June 02, 2011.

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Residential Tenancy Branch