



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, MNDC, RP, 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. An Order for emergency repairs- Section 33;
2. An Order for repairs to the unit, site or property – Section 32;
3. A Monetary Order for compensation for loss – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing, the Parties reached an agreement to settle the dispute.

### Agreed Facts

The tenancy started on January 8, 2010 with rent payable in the amount of \$830.00. On June 19, 2011, the Tenant’s bathroom ceiling started to leak. A plumber was called in immediately but was unable to determine the source of the leak. By September 21, 2011, the Landlord was able to determine that the water was coming from the unit above. The Landlord has made plans with contractors to renovate the upper unit and make renovations to the Tenant’s bathroom and expects these repairs to be made as soon as possible and no later than the end of January 2012.

### Settlement Agreement

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 over the monetary amount owing and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. On or before December 1, 2011, The Landlord will pay to the Tenant the amount of \$1,000.00 as compensation for her loss arising from the leaks from the bathroom ceiling.**
- 2. On or before November 14, 2011, the Landlord will install a temporary structure that will cover the holes and leaks in the Tenant's bathroom ceiling.**
- 3. On or before January 31, 2012, the Landlord will complete final repairs to the Tenant's bathroom ceiling.**
- 4. 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 above on the mutually agreed upon terms. 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 09, 2011.

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Residential Tenancy Branch