



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, PSF, RR, O

### Introduction

This hearing dealt with an application by the tenant for money owed or compensation due to damage or loss, for the landlord to make emergency repairs, for the landlord to make repairs, for the landlord to provide services or facilities, to allow a tenant to reduce rent for repairs and other. Both parties attended the hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

This tenancy began November 1, 2011 and the tenant pays monthly rent of \$750.00 which includes \$200.00 for electricity.

The tenant testified at the start of the hearing that he had not had time to submit his evidence for this file.

The tenant testified that with the new rental agreement that started November 1, 2011 that the landlord was to put the hydro bill in to his name. The tenant however received a notice to disconnect on November 23, 2011 for the bill being past due. The electricity was then disconnected on December 7, 2011 and reconnected in the landlord's name on December 13, 2011. The tenant stated that during this time he had to run a generator which blew up and he was hoping to be reimbursed for this expense.

The landlord stated that he had been advised by the utility company that once he put the bill in his name it could never be changed and he had delayed transferring the bill because of this.

Both parties have different versions of what payments the ministry has made to the landlord for November and December and the tenant acknowledged that he may have to get copies of cheques from the ministry to compare with the landlord's ledger.

The tenant stated that there is a crack in the wood stove, the bathroom sub floor has holes and that the oil stove no longer worked. The tenant stated that he has electric heaters throughout the mobile home and one under the mobile home to prevent the pipes from freezing.

The landlord stated that he had not been made aware of the wood stove being damaged, the oil stove not working or that there was a space heater under the mobile home.

Both parties agreed that there were partially responsible for the current situation and the lack of communication. Both parties agreed in this hearing to meet to discuss all of the issues the tenant is bringing forward in this application so that solutions can be worked out to everyone's satisfaction.

The tenant understands that if all the matters he brought forward today are not resolved that he may reapply through this office for resolution.

### 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. Specifically, both parties agreed to the following:

- The parties will meet to discuss the issues related to the wood stove, bathroom sub floor, oil heater, furnace and any other issues related to the mobile home.
- The landlord understands that some source of heat must be provided to the tenant.
- The tenant understands that if the landlord does not complete repairs as required that the tenant may come back to this office for resolution.

The tenant's application is hereby dismissed with leave to reapply.

### Conclusion

The tenant's application is hereby dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Act*.

Dated: December 22, 2011

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Residential Tenancy Branch