



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP and FF

Introduction

This matter was originally set for hearing on January 12, 2012 but was adjourned to the present session due to late service of evidence on the respondent landlord. The tenant had made application on December 22, 2011 for monetary compensation for repairs not completed in the rental unit, orders for the landlord to comply with the legislation and rental agreement and to do repairs, and to recover the filing fee for this proceeding.

As the required repairs had to do with water leaks and mould and possible health effects, the hearing was adjourned rather than dismissed with leave to reapply because of the late service of evidence.

Issue(s) to be Decided

This dispute requires a decision on whether orders for repairs and landlord compliance with the legislation are warranted, and whether the tenant is entitled to monetary compensation and recovery of the filing fee for this proceeding.

Background and Evidence

This tenancy began on October 1, 2011. Rent is \$950 per month and the landlord holds a security deposit of \$475.

Consent Agreement

In the interim between the first and second convening of this hearing, the landlord has replaced the kitchen counter and repaired the leaking drain.

That effort resulted in the tenant proposing a settlement of this dispute which the landlord has accepted under the following terms:

1. The tenant has agreed to accept \$157.57 plus her \$50 filing fee, a total of \$207.57, in full settlement of her monetary claims for loss of use of parts of the rental unit and compensation for cleaning and repair materials and other costs. The tenant may deduct this amount from rent one time only;
2. The landlord agrees to repair gaps in the baseboards within one month of this hearing;
3. The tenant agrees to be reasonably accommodating with respect to entry into the rental unit by the landlord or persons engaged by the landlord to do repairs;
4. The parties agree that the rental agreement is amended from a fixed-term agreement ending September 30, 2012 to a month to month tenancy.

This agreement is binding on the parties.

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: January 30, 2012.

Residential Tenancy Branch