



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP

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 32; and
2. An Order for repairs – Section 32.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing, the Parties indicated their desire to settle this dispute by mutual agreement and such settlement was reached.

Agreed Facts

The tenancy began on August 1, 2010. Rent in the amount of \$814.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$579.50. Mice are a problem in the building containing the unit.

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 and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Landlord will attend the Tenant's unit to inspect and make repairs to the unit including the following items:**
 - **Front door lock;**
 - **Moisture coming from bottom of toilet;**
 - **Balcony door handle;**
 - **Small bedroom: door, door frame and closet door; and**
 - **Large bedroom: condensation in windows.**
- 2. The Landlord will attend the unit on March 27, 2012 between the hours of 8:00 a.m. and 4:00 p.m. for the inspection and will make repairs on that day as well. Should any repairs not be able to be completed on that date, the Landlord will make those repairs before April 13, 2012.**
- 3. The Tenant will ensure that the Tenant's Witness or other representative be present on March 27, 2012 for the inspection and repairs.**
- 4. If the Landlord is not able to make all repairs on March 27, 2012, the Landlord will provide the Tenant with 24 hours notice of return for remaining repairs to be made before April 13, 2012.**
- 5. The Tenant will accept 24 hours notice for repairs to be made before April 13, 2012 and ensure that the Landlord may enter the unit after the 24 hour notice to complete repairs.**
- 6. The Landlord will investigate further the presence of mice, will obtain recommendations on the resolution of this problem and will prepare a report of the problem and recommendations for resolution. The Landlord will pursue such resolution in a timely manner. The Landlord will provide the Tenant with a copy of this report on or before April 13, 2012.**
- 7. 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: March 21, 2012.

Residential Tenancy Branch