



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 dealt with an Application for Dispute Resolution by the Tenants to obtain a monetary order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, to obtain Orders to have the Landlord comply with the Act, regulation or tenancy agreement, make repairs to the unit, site or property, to allow the Tenants to reduce rent for repairs, services, or facilities agreed upon but not provided, and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Are the Tenants entitled to a monetary order?
2. Should the Landlord be issued orders to comply with the Act, regulation or tenancy agreement and make repairs to the unit, site or property?
3. Should the Tenants be allowed to reduce their rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The parties confirmed this month to month tenancy has been ongoing since approximately September 1, 2006. Rent was \$1,113.00 and payable on the first of each month and was then raised to \$1,161.00. The Tenants have paid the increased amount for June 1, 2012 and July 1, 2012. A security deposit of \$475.00 was credited to this tenancy agreement, from a previous tenancy, back around September 1, 2006. The rental unit is a basement suite with a kitchen, living room, bathroom, 1 bedroom with a closet, a room without a closet and with no heat, and a room without a closet currently used as a library.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

The parties agreed to settle these matters on the following terms:

- 1) The Tenants agree to withdraw their claim in favour of this settlement agreement; and
- 2) The Landlord agrees to compensate the Tenants in the amount of **\$1,000.00** to cover all rent increases not in compliance with the Act and overpayments which resulted up to July 1, 2012; higher hydro costs incurred to this point due to lack of repairs; and all labour and repairs conducted by the Tenants up to July 25, 2012; and
- 3) The regular monthly rent reverts to **\$1,113.00** per month as of August 1, 2012 as the rent increase was not in accordance with the Act; and
- 4) The Landlord agrees for the Tenants to reduce their rent payment by \$200.00 per month for the next five months (August, September, October, November, and December 2012) as payment in full of the \$1,000.00 settlement noted in item (2) above and **rent due becomes \$913.00 per month** (\$1,113.00 - \$200.00 and returns to \$1,113.00 effective January 1, 2012 unless the Landlord serves proper notice of a proper rent increase prior to that date); and
- 5) The Landlord agrees to comply with the Act and will provide proper written notice prior to entry and will provide the Tenants with a 24 hour emergency contact number immediately upon receipt of this settlement agreement; and
- 6) The Landlord agrees to have the following repairs completed no later than **October 1, 2012** as follows:
 - The Landlord will hire a licensed heating company to inspect the furnace and its recent installation (the Landlord will not bring in the same company who installed the furnace in October 2011); and
 - The Landlord will ensure the chimney is fixed to improve airflow in the unit and stop the water leakage; and
 - The Landlord will have the broken bathroom window replaced, ensure the window is properly sealed, and will have a screen installed; and
 - The Landlord will ensure the bathroom is painted with a second coat of paint, properly, without painting onto light switches and other fixtures; and
 - The Landlord will have the bathroom fan inspected and repaired or replaced to ensure it is working properly; and
 - The Landlord will ensure heat is properly installed into the room that currently has no heat, in accordance with the Act; and
 - The Landlord will have a contractor inspect, diagnose, and repair the source of moisture that is currently causing the carpet in the library room to be wet; and
 - The Landlord will ensure the gutters are maintained to ensure there is no debris or blockage causing the water to spill over into the Tenant's doorway; and
 - The Landlord will ensure the temporary hot water tank fix is repaired in a permanent fashion with proper materials; and

- The Landlord will provide and install a working smoke detector in an area outside of the kitchen which meets building code and housing standards; and
- The Landlord will replace the broken mailbox with one which has a proper lid.

7) The Landlord agrees not to undertake the above listed repairs until after August 13, 2012 as the Tenants are busy with their wedding.

Both parties confirmed their wish to have this long term tenancy continue on a positive relationship. They stated they were aware that if the Landlord did not comply with the above agreement they could seek remedy through another dispute resolution process.

In favour of the above settlement agreement the Tenants have been issued a monetary order in the amount of \$1,000.00. If this tenancy were to end prior to December 2012, then the Tenants would be at liberty to collect any balance owing on the monetary award.

As this matter was settled, I decline to award recovery of the \$50.00 filing fee.

Conclusion

The Tenants have been issued a Monetary Order in the amount of **\$1,000.00**. This Order is legally binding and must be served upon the Landlord.

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: July 25, 2012.

Residential Tenancy Branch