



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, FF

Introduction

This hearing was scheduled to deal with a tenant's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement and request for repair orders. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

After hearing from both parties the parties indicated a willingness to reach a settlement agreement. I have recorded the settlement agreement in this decision.

Issue(s) to be Decided

What are the terms of the settlement agreement?
Is it necessary to issue repair orders to the landlord?

Background and Evidence

It was undisputed that water leaked from a pipe in an upper unit and infiltrated the rental unit on July 21, 2012. Between July 21, 2012 and July 27, 2012 dehumidifiers, blowers and air movers were running in the unit to remove moisture. The carpets in the rental unit were shampooed on July 28, 2012. The tenant temporarily resided elsewhere between July 21, 2012 and July 27, 2012.

During the hearing the parties mutually agreed to the following settlement:

1. The landlord shall compensate the tenant \$382.24, without delay, in settlement of this application.
2. In addition to the above, in recognition of the drying equipment powered by the tenant's hydro, the landlord will reimburse the tenant for additional hydro costs she incurs for the period July 21, 2012 through July 27, 2012.

3. In order to receive compensation for additional hydro costs under term no. 2 above, the tenant shall provide the landlord with copies of her hydro bills to demonstrate the additional usage and associated cost.

As the tenant has already provided post-date rent cheques, the landlord indicated the most practical way of compensating the tenant in accordance with the terms of settlement would be by way of a cheque from the landlord.

The landlord stated that painting was completed at the end of August 2012 and no repairs are outstanding. I also heard from the tenant that her carpeting has only been shampooed and not replaced.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order. I have accepted the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties. I have recorded the settlement agreement by way of this decision and have provided the tenant with a Monetary Order in the amount of \$382.24.

Should the landlord not satisfy the Monetary Order as anticipated, with a cheque payable to the tenant, the tenant is authorized to withhold \$382.24 from a subsequent month's rent.

With respect to the carpeting, I find I was provided insufficient evidence to indicate that the carpet requires replacement and I make no order for replacement. However, the landlord is expected to ensure ongoing compliance with section 32 of the Act which requires the landlord to repair and maintain the unit so that it:

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Conclusion

This dispute has been resolved by way of a settlement agreement as recorded in this decision. With this decision the tenant has been provided a Monetary Order in the amount of \$382.24 to serve upon the landlord as necessary. The tenant is also authorized to deduct \$382.24 from a subsequent month's rent if the landlord does not satisfy the Monetary Order. The Monetary Order does not include an amount for additional hydro costs the landlord has agreed to pay to the tenant as the exact amount of such costs are yet to be determined. The tenant retains the right to receive compensation from the landlord for additional hydro costs incurred between July 21, 2012 and July 27, 2012 upon presentation of hydro bills to the landlord.

No repair orders have been issued to the landlord with this decision.

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: September 11, 2012.

Residential Tenancy Branch