

## **DECISION**

Dispute Codes      MNDC ERP RP RR

### **Introduction**

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to make emergency repairs for health or safety reasons, to make repairs to the unit, site or property and to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The tenant, and advocate for the tenant and an agent for landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

### **Preliminary and Procedural Matters**

At the outset of the hearing, the agent stated that the landlord had not been served with any photos. As a result, the tenant requested to withdraw her monetary claim and to proceed with her application for emergency repairs as she was not relying on the photos for the emergency repairs. The hearing continued with consideration of the tenant's application for emergency repairs only. The tenant is at liberty to resubmit her monetary claim.

During the hearing, the parties agreed to amend the tenant's application by replacing the name of the respondent agent of the landlord with the company name of the landlord. The cover page of this decision now reflects the correct respondent landlord company name.

### **Settlement Agreement**

During the hearing, the parties agreed to settle all matters related to emergency repairs to the rental unit on the following conditions:

1. The landlord will arrange to have a licensed plumber attend the rental unit and inspect the rental unit plumbing for water leaks on or before January 21, 2013.
2. The landlord will arrange to have any repairs recommended by the licensed plumber to be repaired as soon as possible.

3. Appointments for contractors to attend the rental unit will be made with the tenant via telephone.
4. The tenant will arrange for heating oil to be delivered to the rental unit and to notify the landlord once the heating oil has been delivered.
5. Within one week of being advised by the tenant of the heating oil delivery, the landlord will arrange to have a licensed furnace repair technician attend the rental unit to ensure the oil furnace is operating correctly.
6. If any oil furnace repairs are recommended by the licensed furnace repair technician, the landlord will arrange for those repairs to be completed as soon as possible.
7. Once the oil furnace is operating correctly, the tenant will ensure that heating oil is refilled as necessary to avoid the furnace running dry which could create air locks etc.
8. The landlord will arrange to have a licensed electrician attend to inspect the rental unit to determine if any electrical repairs are required.
9. If the licensed electrician recommends electrical repairs, the landlord will arrange to have those repairs completed by the licensed electrician as soon as possible.
10. The tenant will ensure that no electrical outlets or circuits become overloaded during the tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

The parties agree to the above-mentioned conditions as part of their settled agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 14, 2013