



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SECOND INTERIM DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make emergency repairs for health and safety reasons, to have the landlord comply with the Act, for money owed or compensation for damage or loss under the Act, to provide services or facilities, and to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Second Interim settlement agreement

1. The landlord agreed to have the tenants name removed from the hydro and gas utilities for the rental units and will have those utilities in her company name by February 1, 2013;
2. The landlord agreed to reimburse the tenant the amount of \$653.72 for unpaid utilities that were not paid by a previous tenant under a separate tenancy agreement as the utilities for the rental units were in the tenants name;
3. The tenant is entitled to deduct from February 2013, rent the sum of \$653.72 to satisfy the issue of the unpaid utilities.
4. The landlord agreed to have the stairs and the gate repaired by February 14, 2013;
5. The landlord agreed to have a qualified electrician attend the rental unit to inspect and repair the pendant lighting and inspect the exposed wires under the kitchen cupboard in the kitchen by January 31, 2013; and
6. The landlord agreed to have the heating ducts and clothes drier duct cleaned by January 31, 2013.

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

Conclusion

As a result of the settlement agreement, I order the landlord to make the repairs as agreed above. The tenant is granted permission to deduct the amount of \$653.72 from February 2013, rent.

The landlord is to provide the tenant with a clear copy of the move-in inspection report.

This matter is adjourned and a notice of reconvene hearing will be mailed to 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 17, 2013

Residential Tenancy Branch

