



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, ERP, RP, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33;
- an order regarding a disputed additional rent increase pursuant to section 43; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss this matter with one another. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on September 9, 2013. I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

At the commencement of the hearing, the landlord testified that on August 31, 2013, he issued a notice of a rent increase to the tenant to increase the tenant's rent to \$1,297.00 as of December 1, 2013. The tenant did not dispute the landlord's claim that the landlord's rent increase fell within the prescribed increase allowed for 2013. Consequently, the tenant withdrew his application to dispute an additional rent increase as no such additional rent increase beyond that allowed under the *Act* and the *Regulations* has been issued by the landlord.

### Issues(s) to be Decided

Should any orders be issued to the landlord? Is the tenant entitled to recover his filing fee from the landlord?

### Background and Evidence

This periodic tenancy for a cottage on this rental property commenced on July 1, 2006. Monthly rent is currently set at \$1,250.00, payable in advance on the first of each month.

The tenant testified that after the landlord received the tenant's dispute resolution hearing package, the landlord took swift action to replace existing carpeting with hardwood floors as well as other measures to remove mould problems the tenant has been experiencing. The tenant said that while these renovations make the rental unit look great, there are still some lingering mould problems that have yet to be addressed.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding resolution of all issues currently under dispute in this tenancy under the following terms:

1. The landlord agreed to undertake repairs to remove mould in the bathroom of this rental unit by November 15, 2013.
2. The landlord agreed to clean the mould on the window frames by November 15, 2013.
3. The landlord agreed to undertake repairs to remove mould from the floor mouldings on the northwest corner of the rental unit adjacent to the bathroom by November 15, 2013.
4. The landlord agreed to clean the windows set inside three exterior doors by November 15, 2013.
5. The tenant committed to operate the heating system in this rental unit as required during the winter months.
6. The tenant agreed to continue wiping mould off of the dishwasher and refrigerator.
7. The tenant agreed to keep his dog out of the rental unit from November 10, 2013 until November 14, 2013.
8. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to undertake the repairs outlined in this settlement agreement by November 15, 2013. As noted at the hearing, a failure to abide by the terms of the settlement agreement as outlined above may lead to a monetary claim by the tenant.

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: October 17, 2013

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Residential Tenancy Branch

