



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0784389 BC LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MNR MNDC OLC RP SS

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "Act"). The tenant applied for a monetary order for cost of emergency repairs, 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, to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, and to serve documents or evidence in a different way than required by the *Act*.

The tenant and two agents for the landlord (the "agents") attended the teleconference hearing. During the hearing, the tenant requested to **withdraw each portion of her claim, except her claim for an order directing the landlord to make emergency repairs to the unit, site or property.** During the hearing, the parties reached a mutually settled agreement regarding the tenant's request for the landlord to make emergency repairs to the rental unit, which will be described below.

Given the above, the tenant is at liberty to reapply for the portions of her application that were withdrawn in full, which include a monetary order for cost of emergency repairs, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to make repairs to the unit, site or property, to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, and to serve documents or evidence in a different way than required by the *Act*. This decision does not extend any applicable time limits under the *Act*.

Settlement Agreement

As described above, the parties reached a mutually settled agreement regarding the tenant's application for an order directing the landlord to make emergency repairs for health or safety reasons. The parties agreed on the following terms:

1. The parties agree that a second inspection of the rental unit is scheduled for **Friday, January 24, 2014 at 1:00 p.m.** The purpose of that inspection is for a second quote for mould removal and cleaning from a restoration company. The landlord agrees to attend and complete the removal of any visible mould in the rental unit home including the bathroom, kitchen and crawlspace by **February 5, 2014**. The landlord will bring a professional from for this portion of the mutually settled agreement, and will include an inspection of the crawlspace.
2. The tenant is at liberty to reapply for emergency repairs if the work agreed upon in #2 has not been completed by the landlord by **February 5, 2014**.
3. The parties agree that the landlord will comply with the recommendations made regarding mould remediation. Both parties indicated that they had a copy of the recommendations made in their Mould Inspection Report.

The parties reached this mutually settled agreement in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement above.

The tenant is at liberty to reapply for the portions that she has withdrawn in full during the hearing. Pursuant to #3 above, the tenant is also at liberty to reapply for emergency repairs if the work agreed upon in #2 above has not been completed by the landlord by February 5, 2014.

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 22, 2014

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Residential Tenancy Branch

