



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RP, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 3, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- c. Whether the tenant is entitled to a monetary order?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on October 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$1025 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$512.50 at the start of the tenancy.

The tenant seeks a monetary order in the sum of \$8600 plus the \$100 filing fee. The tenants claimed the landlord is responsible for damages to her personal belongings and the reduced value of the tenancy after a significant flood occurred in this and other rental units on February 11, 2014 caused by the failure to sufficiently clean the gutters.

The landlord disputes the tenants claim on the following basis:

- The tenants breached the tenancy agreement by failing to obtain or maintain tenant's insurance
- The tenants' claims are seeking replacement costs when they are entitled to depreciated values.
- Many of the belongings the tenants are claiming for are belongings she has retained and are in good condition
- The tenants failed to produce invoices, receipts etc. to prove most of their claims.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall pay to the tenant the sum of \$3649.39 by March 31, 2014 with payment to be made with a cheque of \$99.39 plus a second cheque of \$3550.
- b. This is a full and final settlement of all claims the tenant has with relation to a flood that occurred in her rental unit on or about February 11, 2014 and the tenants shall sign a release and a non-disclosure agreement prepared by the landlord releasing the landlord from all further claims with

respect to this incident and agreeing not to disclose this settlement as set out in that disclosure agreement.

As a result of the settlement I ordered that the landlord pay to the Tenant the sum of \$3649.39 in satisfaction of this matter by March 31, 2014. All other claims in the application are dismissed.

The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: March 13, 2014

Residential Tenancy Branch

