



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC RP PSF LRE FF

Introduction

This hearing was convened as a result of the tenant's application for remedy under the *Residential Tenancy Act* (the "Act").

The tenants and the landlord attended the hearing. The parties were affirmed and the hearing process was explained to the parties. The parties were provided an opportunity to ask questions about the hearing process.

The parties confirmed that they received the evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the Rules of Procedure.

Preliminary and Procedural Matters

At the outset of the hearing, the tenants confirmed that they would be vacating the rental unit as of May 31, 2014. During the hearing, the male tenant applicant was advised that all but two portions of his application were being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act* (Act), because his application for dispute resolution did not provide sufficient particulars, as is required by section 59(2)(b) of the Act. For example, the tenant requested a monetary order for \$2,190.00, however failed to provide a monetary breakdown of how he arrived at that amount. In addition, the tenant failed to indicate what services or facilities were not provided by law and to state the Act and section in the "Details of Dispute" portion of his application.

The two portions of the tenant's application that I will consider as there were sufficient particulars to consider, are the five specific repairs listed in his application, plus the tenant's request to recover the cost of his filing fee. As a result of the above, the tenant is at liberty to re-apply for the remainder of his claim, but is reminded to include full particulars of his application when submitting his application, and is encouraged to use

the "Monetary Order Worksheet" (form RTB-37) located on the Residential Tenancy Branch website at www.rto.gov.bc.ca.

Settlement Agreement

During the hearing, the parties agreed to settle the five repair issues raised in the tenant's application for repairs as follows:

1. Hood vent: The parties agree that the hood vent has been repaired prior to the hearing and requires no further action.
2. Smoke alarm in master bedroom: The tenants agree that the landlord has provided the tenants a smoke alarm for their master bedroom and that they do not require any assistance in mounting the smoke alarm.
3. Patio light: The landlord agrees to install an LED battery powered battery powered motion detector patio light **by Monday, May 26, 2014 by noon** on the rental unit patio.
4. Baseboard heaters in the main bedroom, bathroom and kitchen/dining room: The tenants agreed during the hearing that there is no need to address this portion of their claim by mutual agreement.
5. Tankless hot water system: The tenants agreed during the hearing that there is no need to address this portion of their claim by mutual agreement.

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

Regarding the filing fee, as the tenant's application had merit, I grant the tenant the recovery of his \$50.00 filing fee. Accordingly, I grant the tenant a monetary order pursuant to section 67 of the *Act*, in the amount of **\$50.00**. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The tenant is at liberty to reapply for the remainder of their application as described above. I note that this decision does not extend any applicable timelines under the *Act*.

The tenant has been granted a monetary order in the amount of \$50.00 to cover the cost filing his application. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: May 23, 2014

Residential Tenancy Branch

