



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, ERP, LR, RR, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on March 3, 2015. The Tenant applied for: money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for the Landlord to make repairs and emergency repairs; to suspend or set conditions on the Landlord's right to enter the rental unit; to reduce rent for repairs, service or facilities agreed upon but not provided; and, recovery of the filing fee from the Landlord.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application and the parties confirmed receipt each other's evidence provided prior to the hearing.

During the hearing, the Tenant confirmed that the Landlord has now completed the necessary repairs to the rental suite and the Landlord's entry during the repairs was the reason why he was seeking restrictions on the Landlord's entry which was no longer an issue. The Tenant confirmed that the only item left to be dealt with in this hearing was his monetary claim for compensation. Therefore, I dismissed the remainder of the Tenant's Application.

The Tenant provided lengthy evidence and submissions in relation to his monetary claim regarding the length and nature of repairs undertaken by the Landlord at the start of the year for a flooding event.

When it came to the Landlord's turn to respond to the Tenant's evidence, the Landlord indicated that she had already offered the Tenant compensation. I then offered the parties an opportunity to deal with the Tenant's Application through settlement on the amount of compensation payable by the Landlord. The Landlord and Tenant agreed that settlement was the best method to deal with this dispute.

### Analysis & Conclusion

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 the dispute.

The Landlord agreed to pay the Tenant **\$1,250.00** in monetary compensation for the losses he had incurred during the tenancy. This is in full satisfaction of the Tenant's monetary claim. The Tenant agreed to this amount.

The parties agreed that the monthly rent amount for this tenancy was \$1,250.00 per month. Therefore, the Tenant is to receive his agreed compensation by withholding rent for May 2015 pursuant to Section 72(2) (a) of the Act. The Landlord agreed to return the Tenant's postdated rent cheque for May 2015.

This agreement is fully binding on the parties and is in full satisfaction of the Tenant's Application. This file is now closed.

### Conclusion

The Landlord agreed that the Tenant does not have to pay rent for May 2015 in order to receive compensation for the Tenant's losses. The remainder of the Tenant's Application is dismissed.

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: April 16, 2015

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Residential Tenancy Branch