



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOUTHVIEW PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, RR, 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 to the rental unit pursuant to section 33; an order to allow the tenant to reduce rent for facilities agreed upon but not provided, pursuant to section 65; and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant testified that the landlord was served with the tenant's Application for Dispute Resolution by registered mail on April 10, 2015. Based on the evidence provided by way of Canada Post receipts and the landlord's confirmation that he received the Application for Dispute Resolution, I accept the landlord was served sufficiently with the tenant's dispute resolution package. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began October 1, 2002. The rental amount of \$1408.00 is payable on the first of each month. The tenant testified that he paid a security deposit in the amount of \$650.00 at the start of this tenancy.

The tenant applied for a reduction of rent for lack of use of part of his rental unit, specifically the second bedroom and a portion of the living room. He provided undisputed testimony that, on January 31, 2015, as a result of a sewage leak, it was discovered that his rental unit had damage within the walls. The restoration company hired by the landlord removed drywall and carpet from the tenant's rental unit shortly after the damage was discovered. The tenant testified that replacement of the drywall

and required painting occurred approximately two months later, on April 21, 23 and 27, 2015.

The tenant testified that the carpet in the bedroom and the living room of the two bedroom apartment rental unit has yet to be replaced as of the date of this hearing. The tenant provided photographs to support his testimony. In his testimony, he submitted that applying for dispute resolution was his “only avenue of reconciliation” and that he believed the time period for repair of his unit had been unreasonable.

The landlord testified that the leak in the building resulted in substantial damage to numerous units. He testified that the repair of the building and the units resulted in very significant costs to the landlord and that the work was ongoing. He testified that he believed the carpet would be replaced within the tenant’s rental unit on or before June 30, 2015.

The landlord and the tenant were able to agree on the appropriate amount of compensation for the prior five months reduction in facilities to the tenant and the further one month that would be required to complete all the necessary repairs, particularly replacing the carpet in the rental unit.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The landlord agreed to pay the tenant a sum of \$1408.00 in compensation, equivalent to one month’s rent.
 - a. The landlord agreed to return the tenant’s June 1, 2015 rent cheque to the tenant to satisfy the amount of \$1408.00 in compensation.
2. The landlord agreed to complete all repairs as a result of the leak including carpet replacement in the tenant’s rental unit by June 30, 2015.
3. The landlord agreed that, if repairs (specifically carpet installation throughout the rental unit) were not complete by June 30, 2015, the tenant will receive ongoing monthly compensation of \$300.00 per month until the repairs are completed.

4. The landlord agreed that the \$300.00 rent reduction for July 1, 2015, ***if necessary***, will be implemented by the landlord's return of the tenant's July 1, 2015 cheque in the amount of \$1408.00 and the tenant's provision of a replacement cheque in the amount of \$1108.00 to the landlord on July 1, 2015.
5. The landlord agreed that the \$300.00 rent reduction for months following July 2015, ***if necessary***, will be implemented by the landlord's return of the tenant's monthly rent cheque on or before the first of each month and the tenant's provision of a replacement cheque in the amount of \$1108.00 to the landlord on the 1st of each month until the repairs to the unit (specifically carpet replacement) are completed.
6. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between these parties, I issue a monetary order in favor of the tenant in the amount of \$1408.00 dated June 1, 2015, to be used ***only if*** the landlord fails to return the tenant's June 1, 2015 monthly rental cheque on or before this date. The tenant is provided with this Order in the above terms and the landlord(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To further give effect to this settlement reached by the landlord and tenant, I order that, if repairs to the rental unit (carpet replacement) are not complete by June 30, 2015, the landlord reduce the tenant's rent by \$300.00 per month until the repairs are completed.

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: May 22, 2015

Residential Tenancy Branch

