



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS BENEVOLENCE GROUP AND #0955802 BC
LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC OLC RP PSF RR

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the landlord to comply with the *Act*, regulation, or tenancy agreement, to make repairs to the unit, site or property, to provide services or facilities required by law, and to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The tenant, an agent for the tenant and three agents for the named numbered landlord company attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord agents confirmed receiving the documentary evidence package from the tenant and that they had the opportunity to review that evidence prior to the hearing. The landlord agents confirmed that they did not submit any rebuttal documentary evidence in response to the tenant's application. I find the landlord was served in accordance with the *Act*.

Preliminary and Procedural Matters

Eight minutes into the hearing, landlord agent MC advised that he had to leave the hearing due to another urgent matter. As a result, the two other landlord agents continued on behalf of the named landlord numbered company.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The landlord agrees to have a licensed radiant heating professional attend the rental unit by July 16, 2015 to determine if the radiant heater provided by the tenants' agent can be re-installed in the rental unit to working condition.
2. If the licensed heating professional referred to in #1 above determines that the radiant heating system cannot be repaired in the rental unit in writing, the landlord agrees to arrange to purchase and install an electric radiant heater and ensure that the electrical system will be sufficient to run the electrical radiant heater.
3. If #2 above results in the entire building or floor needing to be re-wired, the parties agree that the landlord will accommodate the tenant in a different rental unit on the same floor (floor 3) with radiant heating as soon as possible.
4. The parties agree that due to there being no heat source in the rental unit between July 1, 2014 and the date of this hearing, the landlord agrees to a one-time rent abatement of \$375 as compensation. This means that the rent for the tenant for August 2015 will be \$412 less \$375 for a total of \$37 in rent for August 2015.
5. The parties agree that any deficiencies with the rental unit will be made in writing and sent to the current tenant support worker with a copy to the current Director, by email or by written document hand delivered. The name and email addresses of the tenant support worker and the Director were provided and confirmed by the parties during the hearing. Any responses to alleged deficiencies should be responded to in writing.

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

Conclusion

The parties agree to the above-mentioned conditions as part of their mutually settled agreement.

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: July 02, 2015

Residential Tenancy Branch

