



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, PSF, O, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order to the landlord to make repairs to the rental unit, pursuant to section 33;
- an order to the landlord to provide services or facilities required by law, pursuant to section 65;
- other unspecified remedies; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 48 minutes in order to allow both parties to fully present their submissions and to negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence package.

Issues to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order to the landlord to make repairs to the rental unit?

Is the tenant entitled to an order to the landlord to provide services or facilities required by law?

Is the tenant entitled to other unspecified remedies?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Both parties agreed that this tenancy began on October 15, 2013. Both parties agreed that a security deposit of \$550.00 was paid by the tenant and the landlord continues to retain this deposit. The tenant continues to reside in the rental unit. Monthly rent in the amount of \$1,095.00 is payable on the first day of each month, as per the tenancy agreement. Both parties agreed that the landlord served the tenant with a notice to terminate laundry facilities, dated October 26, 2015, which reduced the rent to \$1,000.00, effective on December 1, 2015. Both parties agreed that the tenant paid rent of \$1,095.00 to the landlord from October to December 2015. Both parties agreed that the landlord refunded \$95.00 per month, totalling \$285.00, to the tenant, as compensation in rent for the above three months due to a non-functioning washer and dryer, but the tenant has not yet cashed these cheques.

The tenant seeks a monetary order of \$600.00 as compensation from October to December 2015, due to a non-functioning washer and dryer. The tenant also seeks that the landlord provide a comparable washer and dryer in the unit, in which case she would pay her original rent of \$1,095.00 each month. Alternatively, the tenant seeks a rent reduction of \$195.00 per month, to pay \$900.00 per month total for rent, for the termination of laundry facilities in the rental unit. The tenant also seeks to recover the \$50.00 filing fee paid for her Application.

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the landlord will purchase a front-loading stacker washer and dryer that is in good, working condition of the year 2014 or newer, for the rental unit by February 4, 2016;
2. Both parties agreed that if the landlord abides by condition #1 of this agreement, the tenant will pay rent of \$1,095.00 per month to the landlord, effective January 1, 2016 and until this tenancy ends in accordance with the *Act*;
3. Both parties agreed that if the landlord does not abide by condition #1 of this agreement, the tenant will pay rent of \$900.00 per month to the landlord, effective March 1, 2016 and until such time as the landlord abides by condition #1 of this agreement;
4. Both parties agreed that the tenant will cash the cheques, totaling \$285.00, from the landlord, in compensation for the termination of laundry facilities in the rental unit from October to December 2015;
5. Both parties agreed that the tenant will pay January 2016 rent of \$1,095.00 to the landlord by January 4, 2016;
6. The tenant agreed to bear the cost of the \$50.00 filing fee for this Application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement agreement between the parties, the rent payment terms of the tenancy agreement are hereby modified as noted above. The tenant must bear the cost of the \$50.00 filing fee paid for this Application.

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: January 04, 2016

Residential Tenancy Branch

