



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF; MNDC, OLC, RP, PSF, LAT, RR, FF

Introduction

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

- a monetary order for damage to the rental unit, pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *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 requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order to the landlords to make repairs to the rental unit, pursuant to section 33;
- an order to the landlords to provide services or facilities required by law, pursuant to section 65;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The landlord RG ("landlord") and the tenant 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 47 minutes in order to allow both parties to fully present their submissions and to negotiate a settlement of this matter.

The landlord confirmed that he had authority to represent his son "landlord BG," the other landlord named in these applications, as an agent at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Issues to be Decided

Are the landlords entitled to a monetary order for damage to the rental unit?

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 requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement?

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

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

Is the tenant authorized to change the locks to the rental unit?

Is the tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Is either party entitled to recover the filing fee for their application?

Background and Evidence

The landlord seeks a monetary order of \$1,000.00 to repair or replace the washing machine in the rental unit and to possibly repair or replace damaged flooring from dragging the washing machine across the floor. The tenant seeks a monetary order of \$190.00 for cleaning expenses and off-site laundry costs. The tenant also seeks various orders to change the locks, a reduction in rent for the loss of the use of appliances, laundry and storage facilities as well as a dirty rental unit. Both parties also seek to recover their respective \$50.00 filing fees for their applications.

Both parties agreed that the tenant dismantled and reassembled the washing machine in his rental unit. The tenant agreed that he was responsible for any repairs, should the machine be leaking or not in good working order. The tenant stated that he did not damage the flooring by dragging the washing machine across the floor, while the landlord stated that he had not yet inspected the flooring to determine whether there was any damage.

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 landlords will pay for a certified third-party technician to attend at the rental unit by March 17, 2016 to complete an inspection and a written letter to both parties, regarding whether the washing machine in the rental unit is in good, working order and whether it is leaking;
2. Both parties agreed that if the washing machine in the rental unit is found not to be in good, working order or is found to be leaking by the certified technician in condition #1 above, the tenant will pay a certified technician to repair the washing machine so that it is in good, working order and not leaking, according to a certified technician;
3. Both parties agreed that the landlord and the tenant will jointly inspect the flooring at the rental unit by March 17, 2016, for the landlord to determine whether irreparable damage was caused by moving the washing machine on the flooring;
4. Both parties have leave to reapply with respect to any flooring damages resulting from condition #3 above;
5. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
6. Both parties agreed to bear the cost of their own \$50.00 filing fees paid for their applications;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications 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.

The landlord confirmed that he understood and agreed that this settlement was being made on behalf of landlord BG and that landlord BG was bound by the terms of this agreement. The landlord confirmed that he had authority to settle this matter on behalf of landlord BG.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2016. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2016. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Both parties must bear the cost of the \$50.00 filing fees paid for their own applications.

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 11, 2016

Residential Tenancy Branch

