



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      RP, O

## Introduction

This matter dealt with an application by the tenant for an Order for the landlord to make repairs to the unit, site or property and other issues.

Through the course of the hearing the tenants and the landlords came to an agreement in settlement of the tenant's claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The landlords agreed to have the septic tank pumped out once a month at the landlords own expense until the septic field is either replaced or the property is connected to the city sewage system;
- The landlord agreed to investigate which of these options are the most viable and will carry out any work of this nature within six months of today's date;
- The landlords agreed that EF and MS will discuss the required roof repairs within seven days of today's date and the landlord will purchase roofing supplies to repair the roof if they can be purchased for a cost under \$2,000.00 working with MS to find suitable materials;
- The tenants retain the right to file a new application for repairs, if the tenancy continues, in the event the landlord does not source suitable roofing materials to satisfactorily repair the roof before the winter months of 2016;
- The tenants agreed to pay rent of \$1,000.00 a month starting from April, 2016;

- The tenants agreed to deal with and repair or replace any defective electrical issues and repair or remove the deck;
- The tenant MS agreed to provide the labour to repair the roof when the landlords provide suitable roofing materials;
- The parties agreed that the landlords retain the right to demolish the rental unit if repairs are too costly. In this event the landlord understands that he must have all necessary permits and approvals in place as required by law before issuing the tenants with a legal Two Month Notice to End Tenancy;
- The parties agreed that in the event the landlords do decide to demolish the rental unit the landlords will provide this information to the tenants as soon as they seek permits or approvals to do so. In that case the tenant's rent will revert back to \$450.00 per month from the date the landlord applies to the city for permits or approvals.

### Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenant's 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: March 01, 2016

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Residential Tenancy Branch

