



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes

ERP, RP, RR, FF

Introduction

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

- an order requiring the landlord to make emergency repairs for health or safety reasons, pursuant to section 33;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, CR ("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. The landlord confirmed that he is the property manager and he has authority to represent the "landlord company" named in this application, as an agent at this hearing. This hearing lasted approximately 43 minutes in order to allow both parties to fully 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. Both parties confirmed that they had no objection to me considering their evidence at this hearing, as all documents were received and reviewed. Both parties confirmed that they were ready to proceed with this hearing.

Issues to be Decided

Is the tenant entitled to an order requiring the landlord to make emergency repairs for health or safety reasons?

Is the tenant entitled to an order requiring the landlord to make repairs 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 the tenant entitled to recover the filing fee for his Application?

Background and Evidence

Both parties agreed to the following facts. This tenancy began on April 15, 2001. Monthly rent in the current amount of \$646.00 is payable on the first day of each month. An additional \$10.00 for parking is payable each month. A security deposit of \$267.50 was paid by the tenant and the landlord continues to retain this deposit.

The tenant applied for orders for the landlord to perform emergency and regular repairs, as well as a rent reduction. The tenant also applied to recover the \$100.00 filing fee for this 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 with respect to this dispute:

1. The landlord agreed to advise the tenant if any comparable rental units in the same rental building become available and the tenant will decide whether to accept the potential unit;
2. The landlord agreed to supply, at its own cost, a dehumidifier for the rental unit by May 3, 2016;
3. The landlord agreed to clean the carpets in the rental unit, at its own cost, by April 22, 2016;
4. The landlord agreed, at its own cost, to clean mold and replace the underlay in various areas of the rental unit to be agreed upon by the parties, by May 3, 2016;
 - a. If the parties disagree about the areas to be cleaned and replaced, they have leave to file an application for dispute resolution at the Residential Tenancy Branch to determine the matter;
5. The landlord agreed to fix the leak at the rental unit, including the patio area, by June 30, 2016;
 - a. If the landlord does not fix the leak by June 30, 2016, the tenant is entitled to a monthly rent reduction as follows:
 - i. A 20% monthly rent reduction effective on July 1, 2016 until August 31, 2016;

- ii. A 25% monthly rent reduction effective on September 1, 2016 until September 30, 2016;
- iii. A 30% monthly rent reduction effective on October 1, 2016 for the remainder of this tenancy until the leak is fixed;
- b. If the parties disagree about whether the leak has been fixed, they have leave to file an application for dispute resolution at the Residential Tenancy Branch to determine the matter;
- 6. The tenant agreed to bear the cost of the \$100.00 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 a full and final settlement of all aspects of this dispute. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute. The landlord confirmed that he had authority to settle the matter on behalf of the landlord company and that he understood and agreed that this settlement was binding upon the landlord company.

Conclusion

I order the landlord to perform the repairs and cleaning agreed to in the above settlement agreement.

I order the tenant to deduct monthly rent in accordance with condition #5 above, if the landlord does not abide by the above settlement.

The tenant must bear the cost of the \$100.00 filing fee 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: April 19, 2016

Residential Tenancy Branch