



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, LRE, O

### Introduction

This hearing was convened in relation to the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an "other" remedy.

The tenant attended the hearing with his counsel. The landlord's agent appeared. No issues of service were raised.

In the course of the hearing the parties were able to reach an agreement to resolve all outstanding matters.

### Analysis

Pursuant to section 63 of the Act, an 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 under the following final and binding terms:

1. The landlord agreed to provide notice of entry to the tenant in accordance with section 29 of the Act in respect of both form and timing.

2. The landlord agreed that, where notice of entry has been given, the landlord will provide the tenant's telephone number to any contractor that will be entering on the landlord's behalf and instruct the contractor to provide reasonable notice to the tenant where that contractor will not be entering in accordance with the notice.
3. The landlord and tenant agreed to make arrangements for dates and times for a contractor to repair the rental unit ceiling.
4. The landlord agreed that the repair to the rental unit ceiling would be completed on or before 6 May 2016.
5. The landlord agreed to pay to the tenant \$750.00. The parties agreed that this amount would be deducted from May's rent.
6. The tenant agreed to provide to the landlord post-dated cheques for monthly rent for each of May (\$500.00), June (\$1,250.00) and July 2016 (\$1,250.00).
7. The parties agreed to release each other from claims that may have arisen at this point in the tenancy.

The landlord's agent confirmed he had authority to bind the landlord to this agreement. Each party stated that he understood the terms of the agreement and agreed to it. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

#### Conclusion

The tenant is provided with a monetary order in the above terms. This order will be satisfied by way of the rent reduction from May's rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: April 14, 2016

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Residential Tenancy Branch