



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes FF, MNDC

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$500.
- b. An order to recover the cost of the filing fee in the sum of \$100.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on April 11, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order for the reduced value of the tenancy and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on August 15, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$1650 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$825 at the start of the tenancy.

On December 31, 2015 the tenants experienced a water problem that had originated from a unit two stories above them. The water damaged a bathroom and a hall closet. The plumber was called and the leak stopped. On January 4, 2016 the remediation crew was called in and they placed a fan and a fan/dehumidifier in the bathroom and hallway. The tenants claim

compensation for the loss of quiet enjoyment as the fan and dehumidifier were operated for 16 or 17 days. The tenants were permitted to turn them off at night.

The tenants confirmed they are not alleging that the landlord or its agents were negligent. They acknowledge the work was necessary and carried out in a professional manner.

The tenants rejected a previous offer of settlement made by the landlord.

Settlement:

The parties entered into settlement discussions at the end of the hearing. The landlord stated they do not believe they are at fault or that the Tenants are entitled to compensation. However, the landlord stated as an act of goodwill and without acknowledging they are at fault they are prepared to enter into the following settlement which was agreed to by the tenants. The parties asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall pay to the Tenants the sum of \$300 on or before July 18, 2016.
- b. This is a full and final settlement with respect to the claims brought by the Tenant and they release discharge the landlord from all further claims they have against the landlord with respect to this claim (including the offer previously made).

Monetary Order and Cost of Filing fee

**As a result of the settlement I ordered the landlord(s) to pay to the tenants the sum of \$300 by July 18, 2016. All other claims are dismissed without liberty to re-apply.**

The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: June 16, 2016

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Residential Tenancy Branch