



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, RP, PSF, RR, FF

Introduction

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

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

The landlord appeared with his agent. The tenant appeared. Neither party raised any issues with service.

Background to Settlement

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.

At the commencement of the hearing I informed the parties that applications before the Residential Tenancy Branch may be resolved in one of two ways: mediation or adjudication.

In applications such as these, if in the course of mediation parties are able to reach an agreement as to the scope of repairs to be completed, that settlement is recorded as a decision of the Residential Tenancy Branch and any order necessary to implement the

settlement is issued by the Brach and has the same force and effect as if it were issued as a result of adjudication.

I informed the parties that settlement discussions occur on a “without prejudice basis”, which means that I understand that parties may make concessions that do not have to do with admission of any liability or waiver of any right, but have to do with personal, business, or other pragmatic reasons and a desire to reach a mutually agreed to solution to the problems in the tenancy. I informed the parties that in the course of a mediated outcome, I would not hear evidence, but that if the mediation was unsuccessful, the hearing would convert to the adjudicative model and I would hear evidence at that time.

I informed the parties that the alternate mode of dispute resolution available to them was adjudication. In the course of adjudication I am provided testimony and documentary evidence from which I make findings of fact. Those facts are applied to the law in order to reach a determination on the entitlement between the parties.

I informed the parties that the advantage to mediation was that the parties were able to tailor a specific remedy to the particulars of their circumstances. I informed the parties that the disadvantage to mediation was that it required the parties to reach a mutual agreement and that if the parties were too far apart that this might not be possible.

The parties were given an opportunity to ask any questions of me regarding the two models of dispute resolution. I answered all questions asked of me.

The parties elected to participate in mediation. Through those discussions the parties were able to reach a settlement in respect of all outstanding issues in relation to this tenancy.

Record of Settlement

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to complete the following repairs on or before 17 August 2016 with a goal of completing the repairs within one month:
 - a. complete cosmetic repairs to lower bathroom;
 - b. complete mudding and sanding for the ceiling repairs; and

- c. investigate the electrical issues with the lights and microwave.
2. The tenant agreed that she would not seek compensation by way of a rent reduction so long as the landlord complies with his obligations in paragraph 1.
3. The landlord agreed to pay the tenant \$100.00 for the cost of this application.
4. The parties agreed to take a “wait and see” approach for the roof repair.

The parties stated that they 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

I issue a monetary order in the tenant’s favour in the amount of \$100.00. Should the landlord(s) fail to comply with this order, this 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 subsection 9.1(1) of the Act.

Dated: July 06, 2016

Residential Tenancy Branch