



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, ERP, RR

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed July 6, 2016, wherein the Tenant sought monetary compensation from the Landlord, and an Order that the Landlord comply with the *Residential Tenancy Act*, make repairs, emergency or otherwise.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

During the hearing the parties resolved all matters by mutual agreement. Pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* I record their settlement in this my Decision. As the parties resolved matters by mutual agreement, I make no findings of fact or law with respect to their relative positions. The terms of the parties' settlement follow.

Settlement and Conclusion

1. The Tenant is permitted to reduce her September rent by \$100.00 to \$700.00.
2. By no later than August 31, 2016, the Landlord shall:
 - a. retain the services of a plumber to assess and correct (if necessary) the alleged hot water drip in the bathtub;
 - b. retain the services of a restoration company to assess the alleged mould issues in the rental unit.

3. The Landlord shall provide to the Tenant, and her Advocate, within three days of receipt of same, a copy of the report from the restoration company, as to the cause of the alleged mould issues and any restoration work necessary.
4. Should such restoration work be necessary to address the alleged mould issues, the Landlord shall ensure such work commences by no later than September 15, 2016.
5. The Landlord shall give notice in accordance with section 29 of the *Residential Tenancy Act* and the Tenant shall make her best efforts to facilitate entry of the rental unit by the Landlord and the plumber and or restoration company.
6. In the event the restoration company communicates that the alleged mould issues are a result of the Tenant's actions, or negligence, the Landlord shall be at liberty to apply for monetary compensation for any related expenses.
7. In the event the Landlord does not comply with this Order, the Tenant shall be at liberty to apply for further rent reduction.
8. Should further applications be necessary, as contemplated by paragraphs 6 and 7 above, the parties will make their best efforts to ensure these matters are included in the Tenant's Application set to be heard December 5, 2016.

The parties resolved matters by mutual agreement the terms of which are contained in this my Decision. 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: August 22, 2016

Residential Tenancy Branch