



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ERP RP RR MNDC FF

Introduction

This hearing dealt with a the Tenant's Application for Dispute Resolution, dated August 18, 2016 (the "Application"), pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied for the following relief pursuant to the *Act*: an order compelling the Landlord to make emergency repairs for health or safety reasons; an order compelling the Landlord to make repairs to the unit, site, or property; an order permitting the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; a monetary order for money owed or compensation for damage or loss; and an order granting recovery of the filing fee.

The Tenant attended the hearing on his own behalf. The Landlord was represented at the hearing by H.R., who was assisted by J.X. due to hearing difficulties. All parties giving evidence provided a solemn affirmation.

Preliminary and Procedural Matters

Several orders are being sought by the Tenant, as indicated above. Rule 2.3 of the Rules of Procedure permit an arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. The most important issue in the Tenant's Application was whether or not the repairs were necessary and, if so, how they would be completed. The remainder of the relief being sought by the Tenant is monetary in nature. Accordingly, I find it appropriate to exercise my discretion to dismiss all but the Tenant's application to obtain repairs in the rental unit, with leave to reapply for his monetary claims at a later date.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Landlord agrees to hire a qualified plumber to inspect and make any necessary repairs with respect to leaks affecting the bathroom ceiling and sink in the Tenant's rental unit by September 30, 2016.
2. The plumber hired by the Landlord will attend the Tenant's rental unit at a mutually agreed time and date, or with 24-hours written notice from the Landlord to the Tenant as provided under section 29 of the *Act*.
3. The cost of the plumber's inspection and any necessary repairs will be borne by the Landlord.

As this matter was resolved through negotiation, I decline to award recovery of the filing fee.

The Tenant is at liberty to reapply for his monetary claims at a later date.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above. 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: September 08, 2016

Residential Tenancy Branch