



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the insurance deductible for the cost of restoration of the rental unit, after a flood. The landlord also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for the insurance deductible of \$3,000.00? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on November 05, 2002.

The landlord testified that on April 20, 2015, the tenant called the landlord to inform her of a flood in the rental unit. The tenant agreed that she had left the faucet on while she did her laundry, which resulted in the flooding of the rental unit.

The cost of restoration was covered by the landlord's insurance and the landlord was required to pay a deductible of \$3,000.00. The tenant did not have her own renter's insurance. The landlord attempted to mediate a settlement with the tenant but was unsuccessful in doing so.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to cover the insurance deductible of \$3,000.00 in monthly installments of \$250.00 each, payable on the first of each month. The first installment will be paid on January 01, 2017. The last instalment will be paid on December 01, 2017.
2. The landlord agreed to the above schedule of payments.
3. The tenant stated that she understood that in the event she defaulted on the payment of an installment of \$250.00, the landlord would serve her with a notice to end tenancy.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Conclusion

The tenant will make a payment of \$250.00 in addition to monthly rent, on the first of the each month starting January 01, 2017. The last payment will be made on December 01, 2017.

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: December 02, 2016

Residential Tenancy Branch