



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, MNDC, MNR, FF

Introduction

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

- a. An order to pay the cost of emergency repairs
- b. An order for a monetary order in the sum of \$1776.04
- c. An order to make emergency repairs for health or safety reasons.
- d. An order to recover the cost of the filing fee?

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 ordered the Application for Dispute Resolution amended to add the landlord's last name to it.

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 resides. 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 an order for the landlord to pay the cost of emergency repairs?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to an order to make emergency repairs?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 11, 2016 when the parties entered into a month to month tenancy. The rent was \$725 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$362.50 prior to the start of the tenancy.

The tenancy ended on September 28, 2016. The tenant made numerous complaints to the landlord of a rodent problem. He takes the position the landlord failed to respond adequately and claims the return of his security deposit, the cost of hiring pest control contractor and reimbursement of 2 ½ months rent.

The landlord takes the position the tenant failed to give her proper notice and she lost rent for the month of October. In addition she testified it took her 8 hours to clean the rental unit. The landlord stated she has not yet received the tenant's forwarding address in writing. She has not brought a claim as yet but intends to do so if the parties are unable to settle this matter.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The Landlord shall pay to the Tenant the sum of \$388.75.
- b. The parties request the arbitrator issue a monetary order in this sum.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

Conclusion

As a result of the settlement I ordered the landlord(s) to pay to the tenant the sum of \$388.75. All other claim in this application are dismissed without leave to re-apply.

It is further Ordered that this sum be paid forthwith. 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: December 19, 2016

Residential Tenancy Branch