



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 5826 TISDALL HOLDING LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act*, for an order directing the landlord to carry out repairs, for a rent reduction and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started in September 2015. The rent is \$2,550.00 and includes laundry. The rental unit is an apartment and consists of two levels. A laundry facility is located on the lower level. The lower level is approximately one third of the entire rental unit. On September 21, 2016 there was a sewer back up and the lower level of the rental unit was flooded with gray water. The tenant contacted the landlord and received immediate assistance.

Both parties agreed that the tenant has been deprived of the use of the lower level and the laundry facility. The parties agreed to a reduction of rent in the amount of \$850.00 per month and a prorated amount for September 2016 (\$255.00), for the period of September 21, 2016 to the end of January 2017. The landlord agreed to cover the additional cost of utilities for the use of dehumidifiers and fans during the restoration work in the amount of \$70.27.

The landlord also agreed to compensate the tenant for the cost of doing laundry at \$16.00 per week. Based on the above, the parties agreed to a total compensation of \$4,097.27 for the period of September 21, 2016 to January 31, 2017. This compensation includes \$3,655.00 for rent, \$70.27 for utilities, \$272.00 for laundry and \$100.00 for the filing fee.

The parties agreed that the demolition work is complete and the restoration has not yet started. The landlord stated that he is ready to start but was waiting for the outcome of this hearing.

The tenant will be entitled to a reduced rent until the restoration work is complete. Starting February 01, 2017 the tenant will be entitled to the prorated reduction of rent in the amount of \$850.00 for rent plus \$64.00 for laundry, for the period that the basement and the laundry are not available. This decision will award the tenant her established entitlement for the period of September 21, 2016 to January 31, 2017.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion 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 dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The landlord agreed to pay the tenant compensation in the amount of \$4,097.27.
- The tenant agreed to accept compensation in the amount of \$4,097.27 in full and final settlement of her claim against the landlord for the period of September 21, 2016 to January 31, 2017.
- A monetary order in the amount of \$4,097.27 will be granted to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Pursuant to the above agreement I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$4,097.27. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order for **\$4,097.27**.

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: January 19, 2017

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Residential Tenancy Branch