



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to perform emergency repairs at the rental unit, pursuant to section 33; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 30 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the landlord will pay the tenant a total of \$94.50 for the past temporary repair of the furnace once the tenant provides a copy of the repair invoice to the landlord;
2. Both parties agreed that the landlord, at her own cost, will arrange for a licensed, certified technician to complete a permanent repair of the furnace at the rental unit to ensure that the furnace is in proper, working order to provide adequate heat to the tenant, on the following terms;
 - a. the landlord will choose the licensed, certified technician;
 - b. the landlord will call the licensed, certified technician by February 7, 2017, to arrange for a repair appointment;
 - c. the landlord will ensure that the furnace is repaired by February 28, 2017;
 - d. the tenant will provide access to the rental unit for the repair to be completed, once the landlord provides the tenant with notice in accordance with section 29 of the *Act*;
 - e. the landlord will notify the tenant of the possible repair date(s) in order to allow the tenant to be present during the repair and for the tenant to provide physical access to the rental unit at the time of the repair;
3. If the landlord fails to ensure that the furnace is repaired by February 28, 2017 to proper, working order to provide adequate heat to the tenant, I order the tenant to deduct \$200.00 from her monthly rent, beginning on March 1, 2017 and until this condition is met;
 - a. If the parties disagree as to whether the above condition #3 has been met, both parties have leave to reapply for dispute resolution at the Residential Tenancy Branch;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

I order the tenant to deduct \$200.00 from her monthly rent, beginning on March 1, 2017 and until condition #3 is met.

If the parties disagree as to whether condition #3 has been met, both parties have leave to reapply for dispute resolution at the Residential Tenancy Branch.

I order the tenant to deduct \$94.50 from her future monthly rent payable to the landlord at the rental unit, once she provides the furnace repair invoice to the landlord.

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: February 07, 2017

Residential Tenancy Branch