



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, PSF, RR, FF

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 provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and his agent daughter, DC (collectively "landlord") and the tenant 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 98 minutes in order to allow both parties to fully negotiate a settlement of this claim and due to repeated questions by the tenant.

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. The landlord agreed to immediately provide the tenant with parking for at least one vehicle in the driveway at the rental property, included with rent and at no additional cost to the tenant;
2. Both parties agreed that the tenant is entitled to a rent reduction of \$35.00 per month, beginning on the first day of the following month after the tenant acquires a second vehicle with current ownership and valid insurance in the tenant's name only and on the following terms;
 - a. This rent reduction is to compensate the tenant for parking for a second vehicle as per the parties' original written tenancy agreement, because the tenant is unable to park a second vehicle on the rental property;
 - b. This rent reduction does not apply for vehicles of the tenant's guests, visitors, or other occupants at the rental property;
 - c. This rent reduction will only remain in effect while the tenant maintains current ownership and valid insurance for a second vehicle and requires permanent, not temporary, parking;
 - d. Upon the landlord's request, the tenant agreed to provide the landlord with documentary proof of current ownership and valid insurance for the second vehicle, which is to be in the tenant's name only;
 - e. If the parties disagree as to whether the rent reduction should continue or end in condition #2, both parties have leave to reapply for dispute resolution at the Residential Tenancy Branch;
3. The landlord agreed to pay the tenant \$850.00 in compensation for the past loss of parking for two vehicles at the rental property from June 2013 to the date of this hearing;
 - a. Both parties agreed that the tenant is permitted to deduct \$850.00 from March 2017 rent payable to the landlord at this rental unit, in full satisfaction of the above payment in condition #3.
4. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. 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.

During the hearing, I explained the settlement process in detail to both parties. I answered any questions and clarified information regarding settlement. The tenant

asked the same questions repeatedly and I answered the same questions repeatedly in order to ensure the tenant fully understood the consequences of settlement. I reconfirmed with the tenant, a number of times during the hearing, that she was making this settlement agreement of her own free will, without any pressure from anyone else. I notified the tenant that if she felt pressured to settle or was unsure, I could hold a full hearing and make a decision. The tenant affirmed that she wanted to settle, that she wanted to have final resolution of this issue, that she did not want to have a full hearing with me making a decision and she did not feel forced or pressured to settle in any way.

Conclusion

I order the landlord to immediately provide the tenant with parking for at least one vehicle in the driveway at the rental property, included with rent and at no additional cost to the tenant.

I order the tenant to deduct \$35.00 from her monthly rent based on the above condition #2. If the parties disagree as to whether the rent reduction should continue or end in condition #2, both parties have leave to reapply for dispute resolution at the Residential Tenancy Branch.

I order the tenant to provide the landlord with documentary proof of ownership and valid insurance for the second vehicle which is to be in her name only, upon the landlord's request.

I order the tenant to deduct \$850.00 from March 2017 rent payable to the landlord.

The tenant must bear the cost of the \$100.00 filing fee for this application.

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 09, 2017

Residential Tenancy Branch