



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            FF, MNDC, PSF, RR

### Introduction

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

- a. A monetary order in the sum of \$8075.
- b. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- c. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- 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 find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on June 9, 2017. 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 a monetary order and if so how much?
- b. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on February 1, 2015. The present rent is \$965.70 plus \$25 for parking per month payable in advance on the first day of each month. The tenant paid a security deposit of \$452.50.

The tenant seeks compensation for the reduced value of the tenancy as a result of major repairs to the rental property including the balcony and the loss of use of the hot tub and swimming pool. The landlord responded the repairs are necessary for the health and safety of all tenants. The landlord has acted in "good faith" and all work was necessary. The landlord disputes the extent of the disruption alleged by the Tenant. This is a disputed claim.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I 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 \$1000 in satisfaction of the claims raised by the Tenant in this application such sum will be credited to future rent.
- b. In addition the rent payable by the Tenant to the Landlord shall be reduced commencing August 1, 2017 and on the first day of each month thereafter as follows:
  - The sum of \$50 per month until use the balcony is restored
  - The sum of \$25 per month until access to the pool is restored.
  - The sum of \$25 per month until access to the hot tub is restored.

**This decision is final and binding on both parties.**

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: July 27, 2017

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Residential Tenancy Branch