



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, PSF, RR

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that she received the landlord's 10 Day Notice on December 22, 2017, I find that she was duly served with that Notice on that date in accordance with section 88 of the *Act*. The landlord's agent (the agent) testified that the landlord was handed a copy of the tenant's dispute resolution hearing package on December 28, 2017. I find that the landlord was duly served with this package on that date in accordance with section 89 of the *Act*. The sole written evidence supplied by either side was a one-sided copy of the 10 Day Notice provided to the tenant.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should an order be issued to the landlord to conduct repairs to the rental unit? Is the tenant entitled to any reduction in rent for services that were

supposed to have been included within the tenancy agreement, but which were not provided by the landlord?

Background and Evidence

This one year fixed term tenancy began on August 15, 2016. The tenancy converted to a month-to-month tenancy when the initial term expired. Monthly rent is set at \$1,500.00, payable in advance on the first of each month, plus utilities. The landlord continues to hold the tenant's \$750.00 security deposit and \$375.00 pet damage deposit paid when this tenancy began. The agent confirmed that a washer and dryer were to have been provided as part of this rental agreement.

The landlord's 10 Day Notice identified \$3,900.00 in outstanding rent as owing as of December 1, 2017. Both parties agreed that \$1,500.00 of the amount identified in the 10 Day Notice was for rent that was to become due in January 2018. As the landlord accepted a \$1,500.00 payment from the tenant for January's rent, the agent and the tenant agreed that the current amount owing is \$2,400.00.

The tenant's application sought a retroactive reduction in rent paid for the past 13 months because the landlord has failed to provide a functional clothes dryer. Her application for a monetary award of \$1,925.00 was for 13 months of laundromat charges, which she estimated at \$35.00 per week or use of a washer and dryer.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The agent confirmed that he was fully authorized to act on the landlord's behalf and to enter into these discussions and to negotiate a resolution of this dispute.

Both parties agreed to the following final and binding resolution of the tenant's application and the issues arising from this dispute:

1. The landlord agreed to withdraw the existing 10 Day Notice issued on December 22, 2017.
2. Both parties agreed that this tenancy will continue until ended in accordance with the *Act*.

3. Both parties agreed that the current amount of outstanding rent owed by the tenant to the landlord is \$1,500.00.
4. The tenant agreed that in addition to the tenant's regular monthly rent payments of \$1,500.00, the tenant will pay \$250.00 every two weeks commencing on February 2, 2018, until such time as the \$1,500.00 owing is repaid.
5. The landlord agreed to provide a different, properly functioning washer and dryer to the tenant's rental unit by February 1, 2018.
6. Both parties agreed that in the event that the landlord does not abide by the terms of Clause 5 as outlined above and provide the tenant with a properly functioning washer and dryer by February 1, 2018, that the tenant will be allowed to reduce her monthly rent for February 2018 by \$100.00. They furthermore agreed that this rent reduction will remain in place until the month after the landlord provides the tenant with a properly functioning washer and dryer for her rental unit.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all monetary issues currently under dispute at this time and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give effect to the settlement reached by the parties, I hereby cancel the landlord's 10 Day Notice of December 22, 2017, which is no longer of any force or effect. This tenancy continues until ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,500.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant does not abide fully with the terms of the above settlement. This order is no longer in force in the event that the tenant abides by the terms of Clause 4 of the settlement agreement. The landlord is only allowed to recover that portion of the tenant's repayment which does not get repaid to the landlord in accordance with the schedule outlined in Clause 4.

I order the landlord to provide the tenant with a different, properly functioning washer and dryer by February 1, 2018. In the event that the landlord has not complied with the commitment outlined in Clause 5 of the above settlement agreement, I order the tenant to reduce the monthly rent for this tenancy by \$100.00 to \$1,400.00, until the month following the landlord's compliance with the terms of Clause 5 of the settlement agreement. I further order that rent be restored to its regular amount (i.e., currently

\$1,500.00) as of the month following the landlord's compliance with Clause 5 of the settlement agreement.

As I heard undisputed sworn testimony from the tenant that they had not been provided with a completed copy of the written tenancy agreement for this tenancy, I order the landlord to provide a copy of the tenancy agreement to the tenant as soon as possible.

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 25, 2018

Residential Tenancy Branch