



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, CNR, FF

Introduction

The tenants apply to cancel a ten day Notice to End Tenancy for unpaid rent and for a monetary award the cost of plumbing services to repair a leaking sink considered to be an emergency repair.

By mutual agreement the tenancy ended December 31, 2017 and so the question of the validity of the ten day Notice no longer needs to be determined.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Are the tenants entitled to recover their plumbing costs? Has the dispute been settled as the landlord alleges?

Background and Evidence

The rental unit is the two bedroom upper portion of a house. The tenancy started May 1, 2017. The monthly rent was \$1500.00. The tenant's paid a \$750.00 security deposit. There is a disagreement about whether or not the tenants have agreed for the landlord to keep all or a portion of that deposit.

It was noted during the move-in inspection that some of the piping under the kitchen sink had been wrapped in duct tape. A few days into the tenancy the sink began to leak into the cupboard below it.

On May 9 the tenant Mr. P. texted the landlord with a photo of the area and reported the leak. Apparently the landlord was not available to give an immediate response.

On May 13 a plumber acquaintance of Mr. P. came by the house for the purpose of quoting on the repair job. Mr. P., thinking that the landlord wasn't attending to the repair in a timely manner, had his

acquaintance carry out the repair at a total cost of \$664.65. He sent the bill to the landlord for reimbursement.

The landlord consulted his own plumber who considered the reasonable cost of the job to be only \$270.00.

In June the parties negotiated about how the tenants would be compensated. In an email exchange dated June 6, the landlord offered \$270.00 on the condition that the tenants would be responsible for any further problems with a leaky kitchen sink. Alternatively the landlord offered that he would not reimburse the tenants but would have his own plumber attend and redo the repairs, installing a new kitchen sink at the same time.

In a reply the same day, the tenant replied, "The \$270 reimbursement is fine then."

Analysis

These facts satisfy me that the landlord and the tenants have resolved the issue of compensation for the sink repairs. The landlord made an offer and Mr. P. accepted it.

It may be that now the tenant feels it was not a fair deal or that had he known what he knows now he would not have agreed to it. But he did agree to it. He was not pressured or coerced into the settlement and he must abide by it.

Conclusion

The tenants' claim was settled. The application must be dismissed.

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 06, 2018

Residential Tenancy Branch