



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEWPORT PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, OLC, ERP, FFT

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* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to make emergency repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents (collectively "landlord"), the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Both landlord agents confirmed that they were the property managers for the landlord company named in this application and that they had permission to speak on its behalf at this hearing. The tenant confirmed that her advocate, who is her father, had permission to speak on her behalf at this hearing. This hearing lasted approximately 86 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing 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.

Settlement Terms

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 and orders. 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, at its own cost, to have a certified, licensed professional inspect the heat in the rental unit by June 22, 2018, and to perform any required repairs recommended by the professional to ensure that the heat is in proper, working order by July 13, 2018;
 - a. Both parties agreed that if the landlord does not have the inspection and/or the repairs completed by the above dates, the tenant is entitled to deduct \$50.00 from her monthly rent for each task, beginning on the first day of the following month, until the inspection and/or the repairs are completed;
 - b. If the parties disagree as to whether the heat is in proper, working order, both parties have leave to reapply at the Residential Tenancy Branch for determination;
2. The landlord agreed, at its own cost, to have a certified, licensed professional inspect the hot water in the rental unit by June 22, 2018, and to perform any required repairs recommended by the professional to ensure that the hot water is in proper, working order by July 13, 2018;
 - a. Both parties agreed that if the landlord does not have the inspection and/or the repairs completed by the above dates, the tenant is entitled to deduct \$50.00 from her monthly rent for each task, beginning on the first day of the following month, until the inspection and/or the repairs are completed;
 - b. If the parties disagree as to whether the hot water is in proper, working order, both parties have leave to reapply at the Residential Tenancy Branch for determination;
3. The landlord agreed, at its own cost, to have a certified, licensed professional inspect the hole area where the bathroom fan is supposed to be in the bathroom of the rental unit by June 22, 2018, and to perform any required repairs

recommended by the professional or to install a bathroom fan to ensure that the bathroom fan is in proper, working order by July 13, 2018;

- a. Both parties agreed that if the landlord does not have the inspection and/or the repairs or installation completed by the above dates, the tenant is entitled to deduct \$50.00 from her monthly rent for each task, beginning on the first day of the following month, until the inspection and/or the repairs or installation are completed;
 - b. If the parties disagree as to whether the bathroom fan is in proper, working order, both parties have leave to reapply at the Residential Tenancy Branch for determination;
4. The landlord agreed to pay the tenant \$1,275.00 by way of a cheque by July 10, 2018, as compensation for any and all repair issues that the tenant has endured inside the rental unit from the beginning of this tenancy until June 18, 2018;
 5. The tenant agreed to stop using the portable dishwasher inside her rental unit immediately on June 18, 2018 and for the remainder of this tenancy;
 6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for her application;
 7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$1,275.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$1,275.00 as per condition #4 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I order the landlord to comply with conditions #1, #2 and #3 of the settlement above. If the landlord does not complete the above conditions within the above timelines, I order the tenant to deduct the amounts as indicated above from her monthly rent, beginning

on the first day of the following month, until the conditions are completed. If the parties disagree as to whether the above conditions have been sufficiently completed, both parties have leave to reapply at the Residential Tenancy Branch for determination.

I order the tenant to stop using the portable dishwasher inside her rental unit immediately on June 18, 2018 and for the remainder of this tenancy.

The tenant must bear the cost of the \$100.00 filing fee paid 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: June 18, 2018

Residential Tenancy Branch