



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, OLC, RP, RR

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act*. The tenant also applied for an order directing the landlord to carry out repairs, to comply with the *Act* and to reduce rent.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. The landlord said that he had not submitted any evidence of his own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the tenant entitled to compensation? Is the landlord negligent with regard to regular maintenance and repairs of the rental unit?

Background and Evidence

The tenancy started in January 2018. The rent is \$700.00. The tenant stated that the unit had at least four floods since she moved in. Both parties agreed that an inspection was arranged for by the landlord on the day of the hearing and the tenant would have the opportunity to list the required repairs.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The landlord agreed to pay the tenant compensation in the amount of \$750.00 in full and final settlement of this dispute.
- The tenant agreed to accept compensation in the amount of \$750.00 in full and final settlement of her claim against the landlord.
- The parties agreed that the tenant would receive compensation in the amount of \$750.00 by way of a rent free stay for July 2018 plus \$50.00. The landlord also agreed to provide the tenant with a rent receipt for July 2018. A monetary order in the amount of \$50.00 will be granted to the tenant.
- The landlord agreed to carry out all the repairs identified on the list drawn up during the inspection scheduled for June 15, 2018 and complete the repairs by August 31, 2018. The tenant is at liberty to make an application for dispute resolution if the repairs are not complete by this date.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Pursuant to the above agreement I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$50.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of \$50.00.

The tenant is not required to pay rent on July 01, 2018.

The landlord must carry out and complete the required repairs by August 31, 2018

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 15, 2018

Residential Tenancy Branch