



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RP, FFT, OT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for an order directing the landlord to make repairs to the unit, site or property, for monetary compensation of \$8,413.63 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to recover the cost of the filing fee and other unspecified relief.

The tenant, the tenant's agent ("agent") and the landlords attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. Both parties confirmed having been served with documentary evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served as a result.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure ("rules") authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on their application, the most urgent of which is the request for repairs to the unit, site or property. I find that not all the claims on this application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request for repairs to the unit, site or property and the tenant's application to recover the filing fee at this proceeding. The balance of the tenant's application is **dismissed, with leave to re-apply**.

In addition to the above, the parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties.

Settlement Agreement

During the hearing, the parties agreed to settle the repair requests before me, on the following conditions:

1. The parties agree that at the expense of the landlords the landlords will arrange to have an electrician attend the rental unit to inspect and if necessary, repair the thermostat to the electric baseboard heaters by **July 20, 2018 at 5:00 p.m.** The parties agree that for this purpose of this mutual agreement that notification to the tenant by email within 24 hours of a service/repair visit is agreed between the parties upon confirmation by the tenant to the email from the landlord.
2. The parties agree that at the expense of the landlords the landlords will arrange to have an electrician attend the rental unit to inspect and if necessary, repair the ceiling fan by **July 20, 2018 at 5:00 p.m.** The parties agree that for this purpose of this mutual agreement that notification to the tenant by email within 24 hours of a service/repair visit is agreed between the parties upon confirmation by the tenant to the email from the landlord.
3. The parties agree that at the expense of the landlords the landlords will arrange to have an electrician attend the rental unit to inspect and if necessary, repair the smoke detector by **July 20, 2018 at 5:00 p.m.** The parties agree that for this purpose of this mutual agreement that notification to the tenant by email within 24 hours of a service/repair visit is agreed between the parties upon confirmation by the tenant to the email from the landlord.
4. The parties agree that at the expense of the landlords the landlords will arrange to have a contractor attend the rental unit to inspect and if necessary, clean the dryer ducting and vent pipe by **July 20, 2018 at 5:00 p.m.** The parties agree that for this purpose of this mutual agreement that notification to the tenant by email within 24 hours of a service/repair visit is agreed between the parties upon confirmation by the tenant to the email from the landlord.
5. The parties agree that at the expense of the landlords the landlords will arrange to have a contractor attend the rental unit to install a transition strip between the laminate flooring joint by **July 20, 2018 at 5:00 p.m.** The parties agree that for this purpose of this mutual agreement that notification to the tenant by email within 24 hours of a service/repair visit is agreed between the parties upon confirmation by the tenant to the email from the landlord.
6. The parties agree that at the expense of the landlords the landlords will arrange to have a contractor attend the rental unit to inspect and if necessary, clean the laundry room from cobwebs and dryer lint by **July 20, 2018 at 5:00 p.m.** The

parties agree that for this purpose of this mutual agreement that notification to the tenant by email within 24 hours of a service/repair visit is agreed between the parties upon confirmation by the tenant to the email from the landlord.

7. The parties agree that at the expense of the landlords the landlords will ensure that all common areas have a snow removal plan in place in case of snow.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

I grant the tenant the recovery of the cost of the filing fee pursuant to section 72 of the *Act* in the amount of \$100.00. As a result, I grant the tenant a one-time rent reduction of \$100.00 from a future month's rent in full satisfaction of the recovery of the cost of the filing fee under the *Act*.

Conclusion

I order the parties to comply with the terms of this settlement agreement. The parties confirmed their understanding that this mutually settled agreement represents a binding agreement under the *Act* between the parties and is enforceable under the *Act*.

The tenant has been granted a one-time rent reduction of \$100.00 from a future month's rent in full satisfaction of the recovery of the cost of the filing fee under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 4, 2018

Residential Tenancy Branch