



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's application pursuant to section 33 of the *Residential Tenancy Act* (the *Act*) for an order to the landlord to make repairs to the rental unit.

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 landlord confirmed that on or about May 31, 2018 or June 1, 2018, they received a copy of the tenant's dispute resolution hearing and written evidence package sent by the tenant by registered mail, I find that the landlord has been duly served with these documents in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Should any orders with respect to repairs be issued against the landlord? Should any other orders be issued with respect to this tenancy?

Background and Evidence

The tenant moved into this studio apartment in a rental building in 2003. The tenant's current monthly rent is \$630.00, payable on the first of each month. The landlord continues to hold the tenant's \$250.00 security deposit paid when this tenancy began.

The tenant applied for an order requiring the landlord to undertake repairs to maintain equipment that he hears in his rental unit from the ventilation room on the other side of his wall. The tenant provided written evidence and sworn testimony that noises he described as "bumping" or "thumping" started occurring in February 2017. Although the

situation has improved a number of times after he has contacted the landlord, the problem was still causing him problems in May 2018, when he applied for the issuance of an order requiring the landlord to undertake repairs.

At the hearing, the tenant testified that about three weeks before this hearing the noise problem improved considerably. The tenant said that the situation had improved to the extent that 85% of the problem had been rectified for now and that he had considered withdrawing his application for dispute resolution. However, he would like the problem totally fixed so that he is not disturbed by these noises, particularly at night.

The landlord testified that there is a regular inspection schedule regarding the "swamp cooler" which is installed on the ceiling between two rental units. The landlord said that these inspections and maintenance visits occur in the fall and the spring each year.

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.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord agreed to have semi-annual inspections of the swamp cooler conducted in the fall and spring of each year.
2. The landlord agreed to offer the tenant the first right of refusal should one of the other studio apartments in this rental building become available for rent.
3. The landlord agreed that if the tenant notices an increase in noise coming from equipment in the ventilation room and provides the landlord with a written request to conduct further investigation of these noises that the landlord will take appropriate action to address the situation.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out of this tenancy 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 between the parties and as discussed at the hearing, I order the landlord to have semi-annual inspections of the swamp cooler in this building conducted in the fall and spring of each year.

I also order the landlord to offer the tenant the first right of refusal should one of the other studio apartments in this rental building become available for rent.

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: July 20, 2018

Residential Tenancy Branch