



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STANMAR SERVICES LTD and PROVISIO INVESTMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LAT, RP, RR, MNDCT, FFT

### Introduction

On October 5, 2018 the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting that the Landlord be ordered to repair the rental unit, requesting authorization to change the locks, for a rent reduction for repairs, a monetary order for compensation for a loss or other money owed, and to recover the filing fee for this hearing. The matter was set for a conference call.

Both the Landlord and one of the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter – Settlement

At the outset of the hearing, both parties expressed a desire to enter into a mutual agreement to resolve the Tenant’s application for dispute resolution.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an

opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant withdrew his request for authorization to change the locks to the rental unit.
2. The Landlord will replace the fridge in the rental unit no later than January 14, 2019.
3. The Landlord will repair the leaking faucet in the kitchen and the missing tiles in the bathroom, no later than February 15, 2019.
4. The Parties agreed that the Tenant will be given \$25.00 in compensation for the loss of food.
5. The Parties agreed that the Tenant will be given \$50.00 in compensation for the reduced use of the bathroom in the rental unit during previous repairs.
6. The Tenant is granted leave to apply for dispute resolution for compensation if the Landlord does not complete the above-listed repairs as agreed to in this settlement agreement.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application from the Landlord.

I grant the Tenant permission to take a one-time deduction of \$175.00, from his next month's rent; consisting of \$25.00 in compensation for the loss of food, \$50.00 in compensation for the reduced use of the bathroom and the recovery of the filing fee for this application.

## Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant the Tenant permission to take a one-time deduction of \$175.00, from his next month's 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: January 10, 2019

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Residential Tenancy Branch