



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE-THAN-A-ROOF
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, ERP, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete emergency repairs to the rental unit, pursuant to section 33; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The landlord's agent ("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. The landlord confirmed that he was the director of facilities and operations for the landlord company named in this application and that he had permission to speak on its behalf at this hearing. The tenant confirmed that her advocate had permission to speak on her behalf. This hearing lasted approximately 35 minutes.

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 their dispute:

1. The landlord agreed to pay the tenant \$900.00 in compensation for repairs, by way of a cheque to be delivered to the tenant in person by January 18, 2019;
2. The landlord agreed, at its own cost, to complete the following in the tenant's rental unit by January 31, 2019:
 - a. rotate to the correct side the three switches that are currently upside down in the dining area, beside the tenant's bed and at the end of the tenant's bed;
 - b. replace the cover in the bathroom that is currently cracked;
 - c. replace the two light fixtures on the ceiling in the kitchen and dining area;
 - d. remove the strobe light that activates during the fire alarm;
 - e. fix the shower handle in the bathroom that has fallen off;
 - f. replace or repair the intercom cover;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

Conclusion

I order the landlord to complete the above condition #2 by January 31, 2019. I order both parties to abide by section 29 of the *Act*; the tenant is ordered to provide access to the landlord and the landlord is ordered to provide written notice to the tenant prior to entry into the rental unit.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's

favour in the amount of \$900.00. 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 \$900.00 as per condition #1 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.

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 16, 2019

Residential Tenancy Branch