



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT OLC ERP RP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on January 7, 2019, at 9:30 am. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both parties attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Tenant stated she did not serve her evidence to the Landlord. As such, I will not consider any of the documentary evidence she submitted to our office, as it has not been served to the Landlord in accordance with the rules of procedure. The Landlord did not submit any documentary evidence.

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

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not repairs, or emergency repairs are required and whether or not there are emergency health and safety matters raised on this portion of the Tenants application. As a result, I exercised my discretion to dismiss all of the grounds the Tenant applied for, with leave to reapply, with the exception of the following claim:

- Is the Tenant entitled to an order requiring the Landlord to make emergency repairs for health or safety reasons?
- Is the Tenant entitled to an order requiring the Landlord to make repairs to the rental unit?

Settlement Agreement

During the hearing, a mutual agreement was discussed and the Tenant agreed to withdraw her application for repairs and emergency repairs, in full, in pursuit of the following settlement agreement.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Landlord will attend the rental unit in the afternoon of January 8, 2018, to look at and assess the roof leak.
- The Landlord recently had a roof repair done, and he has agreed to attend the rental unit to determine if there is any visible mold growth in the attic or in the ceiling. The Landlord will also ensure the roof repair has solved the leak.
- If there is any significant mold issue identified at the site visit, the Landlord will professionally remediate the matter.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the repair/emergency repair issues.

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 8, 2019

Residential Tenancy Branch