



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ERP FFT MNDCT RR

Introduction

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

- a monetary order for compensation for loss or money owed, and emergency repairs under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

KG appeared as agent for the landlord in this hearing. PK, counsel for the landlord, provided submissions in the hearing on behalf of the landlord. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

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 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 all issues currently under dispute at this time

1. The landlord agreed to provide compensation to the tenant in the amount of \$2,200.00. This compensation is inclusive of a rent reduction for the period up to March 31, 2019, as well as reimbursement for the losses and repairs the tenant had applied for on January 30, 2019. This monetary award of \$2,200.00 will be implemented by reducing the January 2019 rent by \$2,200.00. As the landlord is still in possession of the uncashed January 2019 rent cheque the landlord agreed to return the tenant's January 2019 \$2,600.00 rent cheque to the tenant, and the tenant will resubmit payment in the amount of \$400.00 to the landlord for the remaining January 2019 rent.
2. The landlord agreed to begin repairs to the home within 48 hours of today's hearing.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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 settle all aspects of this dispute at this time.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, the landlord will return to the tenant his January 2019 rent cheque. The tenant is to pay \$400.00 to the landlord for the remaining January 2019 rent.

The landlord must commence repairs to the home within 48 hours of today's hearing, as agreed to in the above settlement.

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: March 4, 2019

Residential Tenancy Branch