



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LA, LRE, OLC, PSF, RP, RR, MNDC, FF

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony.

At the outset, the tenant's application was clarified. The tenant seeks repairs/maintenance to the rental property and monetary compensation for cost of repairs and the loss of use of a lower deck and an outdoor faucet.

Extensive discussions over a 58 minute period resulted in a mutual agreement for repairs and compensation.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to the following repairs to be made by the landlord within 2 weeks of the date of this hearing and subject to the landlord providing proper notice to attend the rental property with a minimum of 24 hours' notice for these repairs.

The landlord shall attend and turn on the main water switch to the 1 outdoor faucet not currently on allowing the tenant the usage.

The landlord shall attend and repair the front door screen and replace the front and rear door(s) weather stripping.

The landlord shall attend and install a new kitchen blind.

The landlord shall attend and repair the lattice under the deck.

The landlord shall attend and repair the rotten fence sections on the property.

The tenant cancelled the remaining portions of her repair requests as per the letter dated March 24, 2019, "Request for Repairs Letter".

Both parties also agreed that the landlord shall reimburse the tenant for the cost of a rodent control product for \$11.17. Both parties agreed the remaining portions of the tenant's monetary claim for compensation are withdrawn from this application and require no further action.

Both parties agreed that the remaining portions of the tenant's application are withdrawn and require no further action.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

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 this matter.

As the tenancy continues, I order that the tenant may withhold one-time \$11.17 from the next monthly rent upon receipt of this decision.

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 19, 2019

---

Residential Tenancy Branch