



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORTE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, MNDC, FFT

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order requiring the landlord to make required repairs to the rental unit, for a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The tenant and the landlord's agents attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process. At the outset of the hearing, both parties confirmed receipt of the other's evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary Issue

I have determined that the portion of the tenant's application dealing with a request for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the Regulations is unrelated to the primary issue of her request for an order requiring the landlord to make necessary repairs to the rental unit. As a result, pursuant to section 2.3 of the Rules, I have severed the tenant's Application and dismissed that portion, **with leave to reapply**.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

Settled Agreement

Following the hearing, the tenant and the landlord agreed to a mutual settlement under the following terms and conditions:

1. The landlord will attend the rental unit with a professional company within roughly two weeks to provide an assessment of the noises coming from the tenant's ceiling, which are likely related to pipes;
2. The parties acknowledge that the assessment will result in holes being cut in the tenant's ceiling;
3. The landlord will patch the holes in the ceiling within roughly one week after the assessment;
4. The tenant acknowledges that providing the assessment by cutting holes of an undetermined size may result in dust coming into the rental unit;
5. The tenant is aware that the landlord is not able to provide exact dates for some of the agreed actions, due to having to depend on professional companies' schedules;
6. The tenant agrees that if major work is required which could take up to three weeks, she will vacate the rental unit during that time;
7. The tenant acknowledges that if the work is more invasive such that no one can live in the rental unit, she will determine her best option with the landlord, one of which is to permanently relocate;
8. The parties agree to continue to communicate with each other about the status of the assessment, work, and work schedule expected; and
9. The parties agree and acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application as to her request for repairs to the rental unit and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement as recorded above.

The part of the tenant's application dealing with a request for a monetary order for compensation for damage or loss is dismissed, with leave to reapply.

As this matter was settled, I have not awarded the tenant recovery of her filing fee.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: August 23, 2019

Residential Tenancy Branch