



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, MNRT, RR, RP, FFT**

Introduction

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

- A monetary order for damages or compensation pursuant to section 67;
- A monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- An order to reduce rent for repairs/services/facilities agreed upon but not provided pursuant to section 65;
- An order for regular repairs pursuant to sections 32 and 62;
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing and the landlords JZ and MZ attended the hearing with the managing broker for the property management company hired to manage the rental unit, WL. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issue – Unrelated Issues

Rules 2.3 and 6.2 of the Residential Tenancy Branch Rules of Procedure ("Rules") allow an arbitrator to consider whether issues are related and if they would be heard at the same time. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. I concluded that the issue of repairs to be made to the rental unit was a priority issue and would be determined at today's hearing. The issues of seeking compensation for monetary loss and to reduce rent was not sufficiently related to the tenant's application for repairs and I dismissed those with leave to reapply.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 the repair issues currently under dispute at this time:

1. The landlord agrees to replace the rotted main access stair risers and stringers on 24 hours notice to the tenant.
2. The safety tread on the gangway to the dock will be replaced by the landlord on 24 hours notice to the tenant.
3. The landlord agrees to do whatever repairs are required to the eaves including refastening them to the home upon the tenant providing photographs of the damaged eaves to the landlord.
4. The landlord agrees to inspect the water damage between the bedroom and washroom wall on the east face of the home after the Covid-19 state of emergency is lifted on 24 hours notice to the tenant.
5. Yearly maintenance to the furnace and water filtration systems will take place after the Covid-19 state of emergency is lifted on 24 hours notice to the tenant.

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 area of dispute.

The recovery of the filing fee is discretionary upon the arbitrator. I find the tenant was successful in the majority of his application and the filing fee will be recovered. In accordance with section 72 of the *Act*, the tenant may deduct \$100.00 from a single rent payment due to the landlord.

Conclusion

The tenant's application for repairs to be made to the rental unit is settled in the above terms.

The remainder of the tenant's application is dismissed with leave to reapply.

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: April 30, 2020

Residential Tenancy Branch