



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **ERP, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to carry out emergency repairs pursuant to section 33;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The agent NN attended for the landlord (“the landlord”). The tenant attended. The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence. The hearing lasted 30 minutes.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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 parties agreed as follows:

1. The unit was damaged by water from a ceiling leak and the landlord shall forthwith conduct all necessary repairs in a timely and professional manner;
2. The landlord shall conduct an inspection at 1:00 PM on September 10, 2020;
3. The landlord shall conduct the repairs beginning on September 15, 2020 or at such time as the landlord shall inform the tenant;
4. During the repairs, the landlord shall protect the unit's contents and shall conduct mold remediation if necessary;
5. During the repairs, the landlord shall provide accommodation for the tenant if necessary;
6. The tenant may deduct the cost of the filing fee of \$100.00 from rent on a one-time basis only.

The settlement was fully discussed in a 30-minute hearing. Both parties stated they understood and agreed to the terms.

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 agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Conclusion

This matter is settled on the above terms of settlement between the parties.

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: September 10, 2020

Residential Tenancy Branch