



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes RP, RR, FT

Introduction

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

- 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;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

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

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenants served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 17, 2021. Both parties also confirmed the landlord served the tenant with their submitted documentary evidence in person on September 1, 2021. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act.

Issue(s) to be Decided

Are the tenants entitled to an order for repairs?

Are the tenants entitled to reduce rent for repairs not provided?

Are the tenants entitled to recovery of the filing fee?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek an order for the landlord to make repairs to the rooftop patio and drywall repair due to moisture damage. The tenants also seek authorization to reduce rent for repairs not provided of \$4,800.00.

The landlord stated that since the landlord was notified the landlord has retained a contractor who has been inspecting the rooftop patio for water leaks to fix and repair of the drywall damage. The landlord stated that they are waiting for a final inspection report from the contractor to resolve the issues and begin making repairs.

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 landlord completing any necessary repairs to the rooftop patio by September 30, 2021. Both parties also agreed that if the rooftop patio repairs are not completed by September 30, 2021 the tenants may withhold \$350.00 per month until the repairs are completed. If there is a dispute as to the rooftop patio repairs being completed, either party may file an application for dispute for a determination.

Both parties agreed the tenants will cancel the application for dispute.

Both parties agreed the landlord will pay to the tenant \$1,300.00 as compensation for the lack of repairs, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in this application for dispute resolution. As the tenancy continues, I authorize the tenants to withhold the \$1,300.00 from the monthly rent one-time upon receipt of this decision with notice to the landlord.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications 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.

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 14, 2021

Residential Tenancy Branch