Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

<u>Dispute Codes</u>   **FFT, RP**

<u>Introduction</u>

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 repairs pursuant to section 32;

- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant MS attended on behalf of the tenants ("the tenant"). The agent MJ attended for the landlord ("the landlord").

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted **32** minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Each party provided their address to which the Decision shall be sent.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered.

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. This settlement agreement was reached in accordance with section 63.

The parties agreed as follows:

1. The landlord shall identify needed repairs to the unit and shall carry out such repairs in a timely manner.

2. The landlord shall retain a qualified person to conduct an inspection of the unit ("the Inspector") to determine any repairs needed regarding water leakage, resultant damage to walls and flooring, and mold.

3. The Inspector shall carry out this inspection and submit a written report to the parties within 10 days of the date of this Order which shall be accompanied by photographs.

4. The report shall set out the needed repairs and recommend steps to be taken to carry out repairs.

5. The report shall be sent by email to the parties at the email addresses provided during the hearing.

6. The tenant may request information regarding the report and the landlord shall cooperate in the provision of any such information.

7. Within 10 days of the date of the report, the landlord shall provide a written schedule of repairs to the tenant based on the inspection in which all necessary repairs shall be completed within 45 days of the date of this Order.

8. The tenant agreed they will cooperate with the landlord's scheduling of the inspection and repairs so the work may be completed in a timely manner interfering with the tenant's use of the unit in as minimal a manner as possible.

9. The tenant is awarded reimbursement of the filing fee of $100.00 which they may deduct from rent on a one-time basis.

10. The landlord is responsible for the costs of the inspection and repairs.

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.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution is settled on the above terms.

The hearing is adjourned and will be reconvened before me as a conference call hearing to be scheduled to last one hour. A copy of the Notice of Reconvened Hearing with the calling instructions is included with 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: June 06, 2022

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Residential Tenancy Branch