



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, RP, RR**

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 repairs pursuant to section 32;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

EM and AP attended as agents for the landlord ("the landlord"). The tenants attended ("the tenant").

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 42 minutes.

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

Each party confirmed they were not recording the hearing.

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 any needed repairs to the unit relating to water leaks and shall carry out such repairs in a timely manner.
2. To this end, the landlord shall retain a qualified person ("the Inspector") to conduct an inspection of the unit to determine any repairs needed regarding water leakage, resultant damage to walls and flooring, and mold. The landlord shall provide the inspector with copies of all relevant documents including reports and photographs.
3. The Inspector shall carry out this inspection in the presence of the tenant.
4. The Inspector shall submit a written report to the parties within 40 days of the date of this Order which shall be accompanied by any photographs or other documents as the Inspector may determine in support of the findings and recommendations. The report shall set out any needed repairs and a timeline for the work.
5. The landlord shall provide 24 hours notice to the tenant by email of any inspection or work .
6. The tenant may request in writing information regarding the Inspection report and the landlord shall cooperate in the provision of any such information within 5 days of the date of the request.
7. All recommended necessary repairs shall be completed within 70 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.
9. The landlord is responsible for the costs of the inspection and repairs.

10. All communication and service between the parties shall take place by email to the email addresses exchanged during the hearing. The email address for each party is reproduced on the first page.

11. The tenant's application is dismissed with leave to reply, including the application for reimbursement of the filing fee of \$100.00.

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. Either party may apply for directions.

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.

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*.

Conclusion

The tenant's application is dismissed with leave to reapply and on the terms set out above.

Dated: August 22, 2022

Residential Tenancy Branch