



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **PSF, OLC, RP, FFT**

Introduction

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

1. An Order for repairs to the unit, the Landlord has been contacted in writing to make repairs but they have not been completed pursuant to Section 32 of the Act;
2. An Order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to Section 62(3) of the Act;
3. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement pursuant to Section 62(3) of the Act; and,
4. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Realtor, Property Manager and the Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

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.

The parties were agreeable to reach a settlement in this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agrees to arrange an electrician to assess the issues with the electricity that is not working in the kitchen. The Landlord agrees that the electrician will attend the rental unit before October 21, 2022;
2. The Landlord agrees to arrange for a mould assessment of the rental unit, and to remediate for moisture damage and mould growth in the rental unit. The Landlord agrees that the mould assessment will occur before October 21, 2022;
3. The Parties are ordered to comply with all these settlement terms; and,
4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these 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 dispute.

For the benefit of the Tenant, she may wish to discuss with an Information Officer at the RTB the options available to her on any outstanding matters not addressed in today's hearing. An Information Officer can be reached at:

5021 Kingsway
Burnaby, BC
Phone: 250-387-1602 / 1-800-665-8779
Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

To give effect to this agreement, I Order the Landlord to have the electrical issues in the kitchen inspected by a qualified electrician no later than October 21, 2022 and make the necessary repairs to the dysfunctional outlets in the rental unit.

To give effect to this agreement, I Order the Landlord to have the mould issues in the rental unit inspected by a qualified environmental consultant no later than October 21, 2022 and complete the necessary remediation steps to eliminate mould presence in the rental unit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 14, 2022

Residential Tenancy Branch