

## **Decision**

**Dispute Codes:** MND, OLC, ERP, RP, FF

### **Introduction**

This hearing dealt with an application from the tenants for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, an order instructing the landlord to comply with the Act, regulation or tenancy agreement, make repairs to the unit (some of them emergency), and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenants are entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on April 1, 2008. Rent in the amount of \$825.00 is payable in advance on the first day of each month. A security deposit of \$400.00 and a pet damage deposit of \$100.00 were collected on April 1, 2008.

The tenant stated that she had previously attempted to contact the landlord in regard to various concerns about the unit. Ultimately, however, it appears that she herself had direct dealings with an electrician and a plumber who attended the unit. She testified that she incurred related costs as follows:

\$155.40 – electrician

\$140.50 – plumber

\$ 40.00 – carpet cleaning (rental & supplies)

\$ 50.00 – filing fee for this application

Total:     \$385.90

The parties agree that the landlord has already reimbursed the tenant by way of cheque in the amount of \$70.25. Accordingly, the tenant seeks recovery of the balance which is \$315.65 (\$385.90 - \$70.25).

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlord will deliver cheque payment to the tenants in the full amount of **\$315.65**;
- that the landlord will complete the following repairs to the unit:
  - o patching the hole in the wall behind the door at the entrance to the unit,
  - o patching the hole in the wall in the kitchen,
  - o re-affixing the flooring which is peeling away in the bathroom,
  - o cleaning the oven but undertaking to replace the stove if cleaning the oven does not remedy the smoke created when the oven is turned on,
  - o assessing the condition of the fridge and determining whether it must be replaced.
- that the landlord will make direct contact with the electrician and the plumber in order to determine whether further electrical or plumbing repairs are required in the unit;

- that the landlord will complete all of the above by not later than **Friday, January 15, 2010.**
- that the above particulars comprise full and final settlement of all aspects of the dispute between the parties which is presently before me.

For the information and future reference of the parties, attention is drawn to the following provisions of the Act:

Section 29: **Landlord's right to enter rental unit restricted**

Section 32: **Landlord and tenant obligations to repair and maintain**

Section 33: **Emergency repairs**

Attention is also drawn to Residential Tenancy Policy Guideline # 37 which, as a general guide, provides that the "useful life of work done or thing purchased" in regard to both a **refrigerator** and a **stove** is **15 years**.

The above excerpts from the Act are attached for convenience. The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

### **Conclusion**

Following from all of the above, I hereby order the landlord to comply with all aspects of the above agreement reached between the parties pursuant to section 63 of the Act.

DATE: December 24, 2009

\_\_\_\_\_  
Dispute Resolution Officer