



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, OLC, RP, RR

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act*. The tenant also applied for an order directing the landlord to carry out repairs, comply with the *Act* and reduce rent.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The landlord's legal counsel attended the hearing, to assist the landlord. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the tenant entitled to compensation? Is the tenant entitled to the other remedies she has applied for?

Background and Evidence

The tenancy started on May 01, 2012. The monthly rent is \$1,332.00 due on the first of each month. On April 24, 2020, a flood occurred inside the rental unit which resulted in damage to the ceiling. The tenant agreed that the landlord took immediate action to restore the unit. At first, the tenant stated that she had no access to her front door for a week, while the drywall work was ongoing. The landlord clarified that the tenant had no access to the front door for the time that workers were restoring the drywall which was on four visits for a maximum of 2 hours each time. The tenant agreed.

The tenant's application for compensation was discussed at length.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$132.00, in full and final satisfaction of all claims against the tenant.
2. The tenant agreed to accept \$132.00 in full and final settlement of all claims against the landlord. The tenant will make a one-time rent reduction of this amount from a future rent.
3. The landlord agreed to repair a light fixture in the unit, by prior arrangement.
4. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

The tenant may make a one-time deduction of \$132.00 off rent due on July 01, 2020.

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 25, 2020

Residential Tenancy Branch