



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing

File Number: **910137496**
Decision Dated: March 4, 2024

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

MARIAH SCHWANDNER - (M.S.)
TOD FOX HUNTER - (T.F.H.)

Applicant(s) - **Tenant**

And

WYNN REAL ESTATE LTD - (W.R.E.L.)
JIYEAN PARK - (J.P.)

Respondent(s) - **Landlord**

Regarding the rental unit located at:

618 17TH ST W, NORTH VANCOUVER, BC

Date of Hearing: March 4, 2024, 9:30 AM, by conference call

Attending for the Tenant

- Mariah Schwandner
- Jolene Johnson, advocate

Attending for the Landlord

- Juhan Lee, agent

Previous Hearing Date: January 29, 2024, 11:00 AM, by conference call

Previous Hearing Date: January 12, 2024, 9:30 AM, by conference call

The contents of this decision, including any orders granted within the decision, can be verified online. Go to <https://tenancydispute.gov.bc.ca/PostedDecisions/> and enter the Decision ID: **AnonDec-141487**.

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Tenant M.S., advocate J.J. attended the hearing for the Tenant.

Agent J.L. attended the hearing for the Landlord.

The parties settled their dispute.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

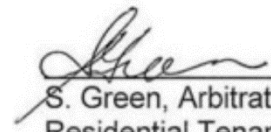
1. The landlord will arrange for inspection, report and repairs for work to the furnace as soon as possible to assure air intake is not from the crawl space, in keeping with the K.C report of February 1, 2024, to take place no later than March 6, 2024. The landlord will provide confirmation and a report in writing to the tenant by March 6, 2023.

2. The repairs to the crawl space, the main bathroom shower stall, the mechanical system and upstairs master bathroom as described in the K.C. report of February 1, 2024, will be completed by April 15, 2024,
3. The assessment, maintenance and repairs of the roof as described in the K. C. Report of February 1, 2024, will be completed by June 1, 2024
4. The landlord will pay the tenant \$3,500.00 in satisfaction of their claim which may be deducted by the tenant from the rent due April 1, 2024, on a one-time basis.
5. The landlord will provide a copy of any previous inspection report from March 2023 to the tenant.
6. The tenant is granted leave to apply for compensation in the event the work performed by the landlord does not take place within the above time.
7. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution.

Conclusion

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: March 4, 2024


S. Green, Arbitrator
Residential Tenancy Branch