



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNDC, RP, PSF, RR, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) naming the landlord's former property manager and agent for:

- a monetary order for compensation for damages or losses under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. At the commencement of this hearing, the legal counsel representing the owner of this property confirmed the information outlined in his written evidence as to the correct identity of the owner of this rental property and the owner's sister who has been given legal authority to act as her agent with respect to this tenancy. Until this hearing, the tenants have dealt exclusively with the property manager who signed their written Residential Tenancy Agreement (the Agreement) for this tenancy in her role as the agent of the landlord. The landlord's legal counsel and the agent confirmed that the individual identified in the tenants' application for dispute resolution as the sole respondent no longer has any involvement in the management of this property. In accordance with the powers delegated to me under the *Act* and with the agreement of all those attending this hearing, I revised the Respondent's name in this application to the landlord's current agent, her sister, SK (the agent), the Respondent as identified above.

The landlord's counsel and agent confirmed that they have both received and reviewed copies of the tenants' dispute resolution hearing package handed to the former property manager by the male tenant on March 17, 2014. The tenants confirmed that they have received copies of the landlord's written evidence package. I am satisfied that the parties have accepted that they have been served with the above documents by one another.

The male tenant testified that he provided copies of the tenants' written evidence package, including a copy of the Agreement and two emails, to the former property manager, who was then acting as the landlord for this tenancy. The landlord's counsel said that the landlord has only received a copy of the Agreement, but no other documents. The male tenant testified that he did not provide the photographic evidence to the former landlord. The only evidence submitted by the tenants that has been properly conveyed to the landlords was the copy of the Agreement. I cannot consider the remainder of the tenants' evidence as it has either not been served to the landlord in accordance with the *Act* or the service of the written evidence has been disputed by the landlord's counsel.

The male tenant testified that there has been an additional flooding incident, which occurred the night before this hearing, raising further concerns as to the urgency of the required repairs the tenants were seeking.

#### Issues(s) to be Decided

Are the tenants entitled to a monetary award for losses in the value of their tenancy? Should any orders be issued to the landlord with respect to repairs to the rental premises? Should orders be issued with respect to the monthly rent for this rental unit? Should any other orders be issued with respect to this tenancy? Are the tenants entitled to recover the filing fee for their application from the landlord?

#### Background and Evidence

This periodic tenancy commenced on October 1, 2013. The parties agreed that the current monthly rent is set at \$1,450.00, plus heat and hydro. The Agreement specifies that parking is provided on the premises for this rental home. The landlord continues to hold the tenants' \$725.00 security deposit.

The tenants' application seeks a monetary award of \$1,500.00 for the alleged loss in the value of their tenancy resulting from a driveway that has been flooded throughout much of the winter months and has rendered their driveway unusable due to the mud. Their application for a monetary award and for a reduction in rent also resulted from their claim that the home is improperly insulated and that only four of the seven baseboard heaters in the rental home have been operational.

#### Analysis

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

Both parties agreed to a resolution of the tenants' application under the following final and binding terms of settlement:

1. The landlord agreed to allow the tenants to reduce their monthly rent for June 2014 from \$1,450.00 to \$1,000.00.
2. Both parties agreed that the monthly rent for this tenancy reverts to \$1,450.00 as of July 1, 2014.
3. Both parties agreed to conduct a joint inspection of the rental property by 5:00 p.m. on May 15, 2014.
4. The landlord committed to undertake whatever electrical work is necessary on the baseboard heaters in the rental home by June 15, 2014.
5. The landlord committed to undertake the necessary repairs to remedy the drainage and flooding problems to the extent possible by July 30, 2014, dependent on the weather.
6. The parties agreed that the mailing address for the landlord for this tenancy will be the mailing address of the landlord's legal counsel as stated at this hearing.
7. Both parties agreed that the above-noted terms constituted a final and binding resolution of the issues raised in the tenants' application for dispute resolution.

#### Conclusion

To give effect to the settlement terms outlined above, I order the tenants to reduce their June 2014 month rent to \$1,000.00. I order the tenants to resume paying \$1,450.00 in monthly rent as of July 1, 2014.

I order the landlord to undertake the repairs identified as necessary resulting from the joint inspection of the rental property. These repairs are to be conducted to the baseboard heaters and to the driveway to the extent possible to avoid flooding problems for this tenancy.

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: May 05, 2014

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Residential Tenancy Branch

