



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Societies
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, RP, RR

Introduction

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

- 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; and
- an order regarding a disputed additional rent increase pursuant to section 43.

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. The landlord who attended this hearing (the landlord) confirmed that the female tenant handed her a copy of the tenants' dispute resolution hearing package on April 11, 2014. Both parties also confirmed that they received copies of one another's written and photographic evidence. I am satisfied that the above documents were served in accordance with sections 88 and 89(1) of the *Act*.

At the commencement of this hearing, the tenants clarified that the only Notice of Rent Increase issued to the tenants by the landlord took effect on May 1, 2014. As this Notice of Rent Increase raised the tenants' monthly rent within the prescribed 2.2% allowed for 2014, the female tenant withdrew the tenants' application to dispute an additional rent increase. The tenants' application to dispute an additional rent increase is withdrawn.

Issues(s) to be Decided

Should a repair order be issued to the landlords? Should the tenants' monthly rent be reduced?

Background and Evidence

On March 8, 2013, the tenants signed a periodic tenancy agreement to commence occupation of this rental unit as of April 1, 2013. They moved to this unit from another unit in this rental property. Monthly rent was initially set at \$940.00, but has increased

to \$960.00 as of May 1, 2014. The landlords continue to hold the tenants' \$470.00 security deposit.

The parties referred to a February 24, 2014 settlement agreement they reached during the course of a hearing of the tenants' previous application for dispute resolution. The landlords entered into written evidence a copy of the February 24, 2014 decision of the Arbitrator who heard that application and reported the outcome of the settlement agreement reached between the parties at that hearing. At this hearing, the parties agreed that the landlord has replaced the stove in the rental unit in accordance with that settlement agreement. The February 24, 2014 settlement agreement also noted that "the parties shall monitor and investigate" the situation with respect to the tenants' application for the repair of their balcony. In that settlement agreement, the tenants reserved the right to file another claim if the parties were unable to resolve this problem.

The tenants' current application resulted in part from the failure of the parties to resolve the problem with respect to the repair of the patio in question. The tenants also requested the removal of mould from around the windows in this rental unit and the replacement of unsealed windows. They also requested a reduction in their monthly rent in the amount of 30% to compensate them for the loss in value of their tenancy until such time as these repairs were completed.

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' current application under the following final and binding terms:

1. The landlords agreed to remove existing mould on or around all windows in the rental unit.
2. The landlords agreed to reseal and repaint all windows in the rental unit.
3. The landlords agreed to repair the patio outside the rental unit in such a way as to ensure that water runs away from the building towards the drain.
4. The landlords furthermore agreed to open the drain in the patio area and to create an expanded drain to remedy the water problem in the patio area.
5. The landlords committed to commence the work on the removal of mould and window repairs by May 22, 2014 and to commence the patio repairs within the next two days.

6. The landlords committed to have the above-noted repairs on the patio completed by June 10, 2014, weather permitting.
7. The landlords committed to schedule an appointment to undertake and complete the mould and window repairs by June 14, 2014.
8. The tenants agreed to allow the landlords' repair people to access the rental unit on 24 hours notice. Notice of the patio repairs was considered given by the landlord and accepted by the tenants during this hearing.
9. The tenants agreed to withdraw the monetary aspects of their application for dispute resolution.
10. Both parties agreed that if the repairs to remove the mould, to repair the windows, and to repair the patio area are not completed by July 1, 2014, that the tenants will be allowed to reduce their monthly rent by \$282.00 as of July 1, 2014, until the first of the month after the landlords advise that these repairs have been completed.
11. Both parties agreed that the settlement agreement as outlined above constituted a final and binding resolution of all issues under dispute identified in the tenants' application for dispute resolution.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I order the landlords to complete the repairs as set out in this agreement by June 14, 2014.

I further order that if the landlords have not completed the above-noted repairs by July 1, 2014, that the tenants' monthly rent is to be reduced by \$282.00 until such time as the landlords have advised that their repairs have been completed. In that event, the tenants would resume paying the full monthly rent of \$960.00 in accordance with their tenancy agreement as of the first day of the month after the landlords have advised the tenants that they have completed the above-noted repairs.

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 22, 2014

Residential Tenancy Branch

