



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes ERP, RP, MNDC, O, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenants applied for emergency repair and repair orders; and monetary compensation for damage or loss under the Act, regulations or tenancy agreement. The landlord applied for monetary compensation for damage or loss under the Act, regulations or tenancy agreement and an order to end the tenancy. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

Although the landlord requested an order to end the tenancy, the landlord confirmed that a Notice to End Tenancy has not been served upon the tenants. The landlord explained that he was of the understanding that he could not issue a Notice to End Tenancy because the tenants have filed an Application for Dispute Resolution. I informed the parties that the tenants' Application for Dispute Resolution does not preclude the landlord from serving the tenants with a Notice to End Tenancy. I denied the landlord's request that issue an order to end the tenancy as the landlord remains at liberty to end the tenancy in a manner that complies with the Act by issuing the applicable Notice to End Tenancy. I also informed the parties that upon receipt of a Notice to End Tenancy the tenants remain at liberty to dispute such a Notice but must do so by filing another Application for Dispute Resolution.

As both parties raised multiple issues in their respective applications, given the time constraints of the scheduled hearing, the issues were prioritized. Since the tenants had indicated they were in need of emergency repairs I dealt with this request during the time remaining in the scheduled hearing and set the remaining issues over to an adjourned hearing. I have issued this interim decision to reflect my orders with respect to facilitating emergency repairs.

Emergency repairs

After informing the parties as to the meaning of an emergency repair, the tenants identified two issues they considered urgent and necessary to inhabit the rental unit:

1. Repair of a leaking kitchen faucet and mould in the cabinet beneath; and,
2. Treatment for an infestation of ants, spiders and other unknown insects in the kitchen and bathroom.

The tenants testified that they notified the landlord of both of the above issues and have received insufficient action on part of the landlord.

The landlord acknowledged that he is aware of the leaking kitchen faucet and mould in the cabinet below but claimed the tenants have interfered with his ability to make the necessary repair and the landlord suspects the tenants caused damage to the faucet. The landlord claimed that he was unaware of the insect problem until he was served with the tenants' hearing documents.

As I informed the parties during the hearing, the focus of dealing with tenants' requests for emergency repair orders is to facilitate the repair(s) rather than determine the reason the repair is necessary or whether the need for the repair was sufficiently communicated to the landlord. Therefore, **by way of this interim decision I issue the following ORDERS to the parties with a view to facilitating necessary and urgent repairs as identified by the tenants:**

1. The landlord shall arrange a date and time to have the kitchen faucet repaired and the mould under the cabinet remediated that is within 14 days of receiving this decision.
2. The landlord shall inspect the rental unit for an insect infestation and determine the appropriate treatment, if any, within 14 days of receiving this decision. If treatment is necessary, the landlord shall take the appropriate action to treat the infestation within a timely manner.
3. The landlord shall give the tenants a written notice of entry that complies with section 29(1)(b) of the Act at least 24 hours prior to the date(s) the landlord will enter the unit for purposes of complying with the above orders.
4. Upon receipt of a written 24 hour notice of entry the tenants shall not interfere in any way with the landlord's attempts to inspect and repair the unit as determined necessary by the landlord.

Below, I have reproduced the portion of section 29 of the Act that provides the requirements for a 24 written notice of entry:

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

Pursuant to section 90 of the Act, if the landlord posts a written notice of entry on the door of the rental unit or other conspicuous place, the landlord must allow three (3) days for the tenants to receive it. If the landlord mails a written notice of entry to the tenants, the landlord must allow five (5) days for the tenants to receive it.

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 26, 2014

Residential Tenancy Branch

