



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”) and for a reduction in rent for repairs, services or facilities agreed upon but not provided.

Both Landlords named on the Application, the Tenant and the Tenant’s legal advocate appeared for the hearing. The parties on the Application provided affirmed testimony and the Tenant’s legal advocate assisted the Tenant during the hearing.

Preliminary Issues

The Landlords confirmed receipt of the Tenant’s Application and her written evidence, and also confirmed that they had not provided any evidence prior to the hearing. The Tenant confirmed that the only issue she wanted to deal with in this hearing was her request to have rent reduced to \$100.00 until the repairs to the unit were rectified. The Tenant explained that her claim for compensation related to monies she owed to the Landlord. As a result, I confirmed with the Tenant and the Tenant’s advocate that there were no legal findings for me to make on the Tenant’s claim for monetary compensation. Accordingly, I dismissed the Tenant’s Application for money owed or compensation for damage or loss under the Act.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence and make submissions to me. During the hearing the Tenant presented oral testimony and referred to lengthy written submissions that she had provided for this hearing. The Tenant explained that there were several repair issues in the rental suite which she alleged were the Landlord’s fault and responsibility to rectify. The Tenant admitted during the hearing that the nature of the repairs was based on hunches that the

Landlord had caused the repairs. The Tenant also admitted that she could not prove that the Landlord was directly responsible for causing them and did not provide any supporting evidence of the repair issues.

The male Landlord explained that the Tenant's written submissions were so lengthy that they did not make sense. The Landlords disputed that allegations made by the Tenant and explained that they were not aware of any repairs that were required in the rental unit as the Tenant had taken it upon herself to do unauthorized repairs in the unit. The female Landlord acknowledged that the Tenant had spoken to her about some of the repairs but the Tenant then denied access to the rental unit when an attempt was made to rectify the issue.

The male Landlord testified that he had served the Tenant with a notice to end tenancy for unpaid rent a day prior to this hearing and wanted to focus the hearing on ending the tenancy because the Tenant was presenting a danger to herself and the rental unit by interfering with plumbing and electrical issues in the rental unit. The Tenant indicated that she did not want to end the tenancy and I informed the Landlord that he had remedies under the Act to deal with these issues which were not before me on the Tenant's Application.

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. Having heard the evidence of both parties, I offered the parties an opportunity to settle this matter through mutual agreement in order to bring resolution to this matter.

Both parties agreed that in order for there to be a meaningful and effective resolution to this issue, the Landlord would need to see the repairs the Tenant spoke about during the hearing in order to assess what further action is required.

The parties agreed that the Landlords will meet the Tenant at the rental unit on **June 10, 2015 at 6:00 p.m.** in order for the Tenant to show and explain to the Landlord the repair issues she claims to have in her rental unit. Once this meeting has been completed, the Landlords will be required to formulate an action plan if remedy of the issues is warranted and required; this is to be done in a reasonable time period. If the Tenant feels the Landlord has not completed these repairs, the Tenant is at liberty to make a monetary claim for a reduction in the rent and provide sufficient evidence to support her claim. However, the Tenant was cautioned that if the tenancy is ended in the interim time period for other reasons under the Act, then the above agreed meeting will be rendered a moot issue.

The parties agreed to this resolution during the hearing and this was also confirmed at the conclusion of the hearing. The Tenant's Application is dismissed with leave to re-apply. This file is now closed.

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 12, 2015

Residential Tenancy Branch

