



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OMAX REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, ERP, RP, PSF, RR, O

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for the following reasons:

- For a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- For the Landlord to provide services or facilities required by law;
- For the Landlord to make emergency repairs for health or safety reasons and repairs to the rental unit;
- For the Landlord to comply with the Act, regulation or tenancy agreement;
- For the Landlord to allow the Tenant to reduce rent for repairs or services or facilities agreed upon but not provided; and
- For “Other” issues.

An agent for the Landlord and both Tenants appeared for the hearing. The hearing was also attended by a staff member from the Residential Tenancy Branch who did not take part in the hearing but appeared for training purposes only. The parties were informed of this and neither party had any objection to this.

Both parties provided affirmed testimony during the hearing. The Landlord’s agent confirmed receipt of the Tenants’ Application and their documentary evidence. The Landlord’s agent confirmed that he had not provided any evidence prior to this hearing.

Preliminary Issues

At the start of the hearing, I asked the Tenants to explain their Application to me. In respect to the Tenants’ Application to provide services required by the law and for the Landlord to comply with the Act, the male Tenant explained that the Landlord had cut off gas to the rental unit for two weeks in October 2015. However, after recent discussions

with the Landlord's agent, the gas had been restored to the rental unit. The Landlord's agent explained that the issue regarding the gas cut off centered on the upstairs renter who had since been evicted from the rental property. The Landlord's agent confirmed that gas service had been restored to the Tenants. The parties both confirmed there were no legal findings to be made on this issue. As a result, the Tenants withdrew their Application for the Landlord to restore gas service and for the Landlord to comply with Act, as the gas service to the Tenants had been restored.

In relation to the Tenants' claim for monetary compensation and for a reduction in rent, the male Tenant explained that they had deducted \$400.00 from their November 2015 rent. In the interim time period of making the Application, the Tenants had met with the Landlord's agent who had agreed to compensate the Tenants for their loss of the gas services above by allowing this deduction to be made. The parties agreed during the hearing that the Tenants would not be pursued by the Landlord for the \$400.00 deduction made for November 2015 rent on the provision that this fully satisfied the Tenants' monetary claim. Therefore, there were no legal findings for me to make regarding these portions of the Tenants' Application which were withdrawn.

In respect to the Tenants' Application for the Landlord to make repairs and emergency repairs to the rental unit, the male Tenant explained that he had met with the Landlord before this hearing to discuss the repair issues and the parties had agreed that the Tenants would complete work to the rental unit in return for a rent reduction. The parties agreed that there were no legal findings to be made regarding any repairs to the rental unit. Therefore, the Tenants withdrew this portion of their Application. However, both parties are cautioned that any agreement for the Tenant to make repairs to the rental unit in lieu of rent should be sufficiently documented in writing and the terms of the agreement should be made very clear.

In relation to the "Other" issues on the Tenants' Application, the female Tenant explained that their utility bills in the summer period were a lot higher than they should be because the rental property is linked to an orchard which uses utilities not related to the rental unit. The Landlord explained that he was willing to work with the Tenants on this issue and reduce the amount payable during the summer period. The Tenants were agreeable to crafting an agreement with the Landlord regarding utility payments for this tenancy and the Tenants withdrew this portion of their Application. However, if the parties are not able to come to an agreement, the Tenants are at liberty to re-apply for this portion of their Application. The Landlord's agent was agreeable to this course of action. However, I cautioned the Tenants that under the tenancy agreement they were only required to pay 40% of utilities.

Conclusion

The parties had resolved this dispute between them. Therefore, there were no legal findings to be made on the Tenants' Application. The Tenants withdrew their Application. However, they are at liberty to re-apply for repairs to the rental unit and utility payments if this cannot be resolved between the parties as the tenancy continues.

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: December 08, 2015

Residential Tenancy Branch

