



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, MNDC, FF

Introduction

This hearing dealt with the tenants' application for repair orders and compensation for lack of heat and repairs not made. 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

At the outset of the hearing, the named landlord stated that he is not the landlord of the subject property. The named landlord did acknowledge that he signed a tenancy agreement with the tenants, collects rent from the tenants, responds to repair issues, and acts as a property manager or as agent for the owner of the property. The definition of "landlord", as provided under the Act, was reviewed with the named landlord. Since the definition includes an owner, or agent of the owner, who exercises the duties of a landlord under the Act, I was satisfied that the landlord named in this application meet the definition of landlord. The landlord did not object to my finding and from this point forward I refer to the named landlord as the landlord.

The tenants had submitted a list of outstanding repair issues with their Application and testified that they also served it upon the landlord with their Application. The landlord denied receiving the list; however, the tenants read from the list during the hearing and the landlord appeared familiar with the issues. The landlord appeared to be prepared to respond to the repair issues that the tenants wished to have addressed. Accordingly, I have addressed the repair issued identified by the tenants with their application and orally during the hearing.

The tenants had served some late evidence, namely text messages exchanged between the parties, upon the landlord and the Branch on January 4, 2016 and January 7, 2016, respectively. The tenants provided various reasons for serving late evidence, including: the Christmas and New Year's holidays; difficulty retrieving text messages from the cell phone; and, not having the landlord's service address. I noted that the tenancy agreement provided to me did not include a service address for the landlord. The tenants stated that they had to do some research to determine the landlord's service address. The Act requires that a landlord provide a service address to the tenants in the tenancy agreement. Since the landlord had not provided the tenants with a service address I accepted that the landlord had a hand in the tenants serving

late evidence. Further, the landlord did not indicate that he did not have sufficient time to review the late evidence. Therefore, I permitted that late evidence to be admitted.

During the hearing, the parties reached a mutual agreement in resolution of their disputes. I have recorded the mutual agreement by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the followings terms in resolution of their disputes.

1. The landlord will make the following repairs within one week:
 - a. Extend or alter the dryer vent so that the dryer does not vent into the enclosed storage area under the deck.
 - b. Replace the hot water tank.
 - c. Install a new washer(s) in the upstairs bathroom sink faucet to stop the faucet from leaking when the taps are in the closed position.
 - d. Install weather-stripping around the basement entry door.
 - e. Ensure the portable dishwasher in the upstairs kitchen can be connected to the kitchen sink and used by the tenants.
 - f. Have any construction garbage removed from the back yard and inspect the fence to determine whether it should be removed or repaired.
2. When the landlord attends the property to make the repair of the dryer vent the tenants will ensure the landlord has access or a way to access the enclosed storage area since there is a lock on the door to the storage area and the tenants have the key to the lock.
3. When the landlord attends the property to make the repairs described under term 1 above, the tenants will present to the landlord payment of \$2,700.00. This sum represents \$4,200.00 in rent the tenants currently owe to the landlord, including rent for the month of January 2016, less \$1,500.00 in compensation the parties agreed upon during the hearing upon for the lack of heat and any other repair issue they experienced during the tenancy. The \$1,500.00 in compensation represents the devaluation of the tenancy up to and including the deadlines imposed upon the landlord in this decision. Should the landlord fail to meet the deadlines the tenants are at liberty to file another Application for Dispute Resolution to seek further remedy and/or compensation.
4. The landlord will make the following repair within one month:
 - a. Repair the water leak behind the bathtub wall in the upstairs bathroom.

The tenants asked the landlord to confirm that they recorded the landlord's correct service address on their Application. The address, as it appears on the Application before me, was read aloud and the landlord confirmed that it is his correct service address.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon the parties. For further certainty, it is my order that the landlord fulfill the repairs as identified in term 1 and 4 of the mutual agreement recorded in this decision.

It is also my order that the tenants pay to the landlord \$2,700.00 as agreed upon in term 3 regardless as to whether the landlord completes the repairs by the deadline indicated in term 1 since the tenants retain the right to seek further compensation or remedy should the landlord fail to meet the deadlines. In recognition of term number 3, I provide the landlord with a Monetary Order in the amount of \$2,700.00.

Conclusion

The parties reached a mutual agreement in resolution of their disputes which I have recorded in this decision and by way of the Monetary Order I have provided to the landlord with this decision.

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: January 13, 2016

Residential Tenancy Branch

