



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing convened as a result of the Landlords' Application for Dispute Resolution wherein the Landlords requested an early end to tenancy and an order of possession.

Both parties appeared at the hearing. The Landlords were represented by their property manager M.G., and the Tenant was represented by a poverty advocate, J.P. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

Preliminary Matter

At the outset of the hearing the Landlords' agent, M.G., confirmed that when he filed the application for dispute resolution he noted himself as the Landlord, when in fact he should have named the property owners and Landlords, D.D. and T.M.

The parties confirmed that when the tenancy began, the tenancy was between the Tenant and a partnership, B.P, which consisted of D.D., T.M. and N.E. and J.E. By Order of the B.C. Supreme Court made August 13, 2015, the partnership was dissolved. Further, N.E. and J.E. were removed from any dealings with the rental property. Accordingly, the parties agreed that D.D. and T.M. should have been named as the Landlords.

Pursuant to section 64(3)(c) I amend the Landlord's Application for Dispute Resolution to accurately name D.D. and T.M. as the Landlords.

Settlement

The parties agreed to resolve matters as follows:

1. By no later than March 21, 2016, the Landlords, or the Landlords' property manager, M.G., will contact a professional restoration company (either a company operating by the name "W. Property Restoration Specialists", or "P.R. Restoration" as agreed upon by the parties) to assess the rental unit for mould issues and remediation.
2. The Landlords agree that the Resident Manager, M.G., shall provide to the Tenant's advocate by fax, and to the Tenant through her mail slot, confirmation of the company hired, including their contact information and copy of a business card (if possible), prior to the restoration company attending the rental unit. M.G. will also provide to the Tenant and the Tenant's advocate (as above) the proposed time the restoration company will attend the rental for the initial assessment.
3. The Tenant agrees that should the restoration company be available to assess the rental unit immediately, she will allow them access for such assessment, and in any case will allow the restoration company access to the rental unit to assess the unit as soon as possible.
4. The Landlords will obtain from the professional restoration company a detailed estimate of the work required to address the mould issues in the rental unit, including a timeline of anticipated work, an opinion as to whether vacant possession is required, and specific details as to when the hot water tank can be replaced. The Landlords will provide this detailed estimate to the Tenant's advocate by fax, and to the Tenant through her mail slot, within 24 hours of receiving this estimate from the professional restoration company.
5. Should vacant possession of the rental unit be required the parties will attempt to resolve the issue (such as a rent reduction or the Landlord providing alternate accommodation for the Tenant) and if such an agreement cannot be reached the parties are at liberty to seek further direction, or monetary compensation as the case may be.
6. The Landlord's application, filed February 22, 2016, for an early end to tenancy pursuant to section 56(1), is dismissed with leave to reapply should the Tenant

fail to comply with the above, or otherwise prevent the Landlords from addressing the mould issues as provided above.

Pursuant to section 63 of the *Residential Tenancy Act*, I record the parties' agreement in this my Decision.

Conclusion

The parties resolved all matters by mutual agreement as set out in the enumerated paragraphs in this my 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: March 18, 2016

Residential Tenancy Branch

