# Dispute Resolution Services



Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0955802 BC Ltd. and Community Builders Group
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes MNDC, OLC, ERP, RP, RR

Introduction

This was a hearing with respect to the tenant's application for a monetary order, an order for repairs, including emergency repairs and for a rent reduction. The hearing was conducted by conference call. The tenant and his agent called into the hearing. The landlord's two named representatives called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Should the landlord be ordered to make repairs, including emergency repairs?
Should the tenant be granted a reduction in rent?

Background and Evidence

The rental unit is a room in a single room occupancy hotel in Vancouver. The named tenant is the occupant of the rental unit, but his agent at the hearing has also made claims in other proceedings as the tenant and occupant of the rental unit.

According to the evidence of the applicant, there was a fire in the rental unit in late October when the tenant's agent was the occupant. The fire triggered the sprinkler system in the rental unit causing a flood and water damage. The landlord made some repairs to the rental unit, including removal of carpet and repainting of the floor and wall of the unit. The tenant's agent was relocated to another room after the fire and when the landlord completed repairs to the unit it was rented to the applicant commencing November 10, 2015. The tenant claimed that the rental unit was not properly repaired before he occupied it. The tenant's agent said that the unit was not properly dried before it was repainted and there is a continuing problem with mould and mildew in the unit and particularly around the window frame. The tenant complained that the landlord did not complete a condition inspection report before he occupied the room.

The tenant claimed a monetary award for loss of use of the rental unit in the amount of $385.00 and he requested that the landlord be ordered to make repairs to the rental unit.

At the hearing the landlord's representative said that they have not received any requests for repairs. They said that if repairs are needed the landlord will do the work that is required. The landlord agreed to have the room inspected to determine what repairs may be needed. The tenant raised concerns that the landlord's workers are not competent to perform a proper inspection

It has come to my attention that since the conference call hearing of this application was conducted another arbitrator has issued a decision dated March 18, 2016, granting the tenant's agent, Mr. D.Z. an order of possession of the rental unit effective May 1, 2016. The arbitrator stated the following conclusion in her decision:

> The Tenant was successful with his application and the 1 Month Notice to end tenancy issued October 30, 2015 was cancelled. The Tenant was granted an Order of Possession effective **May 1, 2016,** after service upon the Landlord.
>
> If the Tenant fails to serve the Order of Possession upon the Landlord prior to March 31, 2016, his tenancy for unit 315 will be considered ended, in accordance with the *Act.*

This above-noted decision was made in the related file recorded on the title page of this decision.

<u>Analysis</u>

The applicant in this proceeding has not established that he has been deprived of the use of the rental unit for any appreciable period. Because the tenant's agent has been granted an order of possession of the rental unit for his own use effective May 1, 2016, his role as advocate and agent is problematic. It must be noted that the tenant's agent was personally interested in the outcome of this proceeding and therefore not an appropriate person to act as advocate for the tenant.

It may be that he tenant will be deprived of possession of the rental unit by reason of the order made in the other proceeding, but the final outcome has not yet been determined. I find that the appropriate result is that the tenant's application for compensation in this proceeding be dismissed with leave to reapply. If the tenant is dispossessed from his

unit and not provided with suitable alternate accommodation after May 1, 2016 then he has leave to reapply. Because it appears that this tenancy will end May 1, 2016 the application for a repair order is also dismissed.

Conclusion

The tenant's application is dismissed with leave to reapply.

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: April 4, 2016

Residential Tenancy Branch