



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, RP, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;

The tenant attended the hearing via conference call and provided affirmed testimony. The landlord's son, P.K. attended the hearing via conference call on behalf of his father, G.K. stating that he would act as his father agent in this matter. Although the landlord failed to attend or file any documents indicating that he was electing to have an agent appear in his place, the tenant confirmed that P.K. sometimes acts as his father's agent regarding tenancy issues at the rental premises. On this basis, I accept the landlord's agent (the landlord) to act for his father in this matter. Both parties agreed that the tenant had named the landlord as K.G. instead of G.K. in error. As such, the tenant's application and any subsequent documents shall be amended to reflect the proper name of the landlord.

Both parties confirmed that the tenant submitted 1 page of a letter dated June 2, 2016 notifying the landlord that she was seeking repairs. The landlord submitted no documentary evidence.

Preliminary Issue

At the outset the landlord indicated that he had cancelled the 10 Day Notice dated July 8, 2016 and that the tenancy was no longer an issue. As such, the tenant's request for more time to make an application and if allowed, her request for an order to cancel the 10 Day Notice dated July 8, 2016 is cancelled and no further action is required.

Issue(s) to be Decided

Is the tenant entitled to an order for repairs and an order authorizing the tenant to reduce rent for repairs?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks repairs of:

- 2 burners on the stove
- Oven
- No hot water in the kitchen
- Not enough water for bathroom
- Cracked tiles

The tenant seeks an order authorizing her to reduce rent by \$50.00 per month until the repairs have been completed.

The tenant provided affirmed testimony that since October 2015 she has been without hot water in the kitchen, not enough hot water in the bathroom, the oven and two of the burners on the stove do not work.

The landlord stated that he was not aware of any written notification regarding repairs in the rental unit, but stated that he is willing to make the necessary repairs as listed by the tenant.

Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the landlord would attend the rental unit on Saturday, September 3, 2016 at 3pm to inspect and make any necessary repairs to the above noted list submitted by the tenant. Notice from the landlord to attend for repairs in this instance is waived by the tenant.

Both parties agreed that the tenant would make sure that there was a pathway to the areas listed to allow the landlord and his agents to inspect and make the necessary repairs.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

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: September 01, 2016

Residential Tenancy Branch