



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The tenant applied for an order for general repairs to the unit, site or property, and for the recovery of the cost of the filing fee under the *Act*.

An agent for the landlord ("agent") and the tenant attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The agent confirmed that they were served with the tenant's documentary evidence and that they had the opportunity to review that evidence prior the hearing. The agent affirmed that the landlord did not submit any documentary evidence in response to the tenant's application.

### Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties.

### Issues to be Decided

- Should the landlord be directed to make general repairs to the unit, site or property under the *Act*?
- Is the tenant entitled to the recovery of the cost of the filing fee under the *Act*?

### Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that as of the date of this hearing the tenant is satisfied that the landlord has since filing her application, resolved her requests for maintenance in a satisfactory manner.
2. The parties acknowledge that this mutually settled agreement does not preclude the tenant from making a future application or claim under the *Act* if necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

### Background and Evidence

As the parties could not come to an agreement on the filing fee, the parties were advised that I would make the decision regarding the filing fee pursuant to section 72 of the *Act*. I note that the May 1, 2018 letter from the building manager reads in part as follows:

“Due to budget constraints we are currently not doing painting or window washing. Michael would be able to PowerWash your deck.”

[Reproduced as written]

### Analysis

Based on the balance of probabilities and the evidence before me, I find the following.

The parties were advised during the hearing that I find the May 1, 2018 letter from the building manager to the tenant to be an unreasonable response to a request for maintenance in the building. The landlord is not permitted under the *Act* to avoid their requirements under Residential Tenancy Branch Policy Guideline 1 that indicated that exterior window washing for example will be done at reasonable intervals and I find that stating that it is not being done due to “budget constraints” is an unreasonable reason and does not comply with the landlord’s requirements to clean the exterior windows at reasonable intervals. I also note that the agent agreed that the response from the building manager was not appropriate in the May 1, 2018 letter. Therefore, **I caution** the

landlord not to use budgetary reasons in an attempt to avoid their requirements to maintain the rental unit, site or property.

Therefore, I find the tenant is entitled to the recovery of the cost of the filing fee under the *Act* and I grant the tenant a one-time rent reduction from July 2018 rent in the amount of **\$100.00** pursuant to sections 67 and 72 of the *Act*. I find that this one-time rent reduction satisfies the tenant's recovery of the filing fee in full and that a monetary order is not necessary as a result.

### Conclusion

I order the parties to comply with the terms of their settled agreement.

As noted above, the tenant is granted a one-time rent reduction of \$100.00 from July 2018 rent in full satisfaction of the recovery of the cost of the filing fee under the *Act*.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

The landlord has been cautioned as noted above.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 29, 2018

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Residential Tenancy Branch