



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, OLC, ERP, FFT

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee for their application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the landlord confirmed that Tenant AR (the tenant), who appeared on behalf of both tenants at this hearing, handed a representative of the landlord's company a copy of the tenant's dispute resolution hearing package on June 18, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since the landlord confirmed that they had received copies of the tenants' written evidence, I find that the tenants' written evidence was served in accordance with section 88 of the *Act*. The landlord did not submit any written evidence for this hearing.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for damages and losses arising out of this tenancy? Should the landlord be ordered to undertake emergency repairs to this rental unit? Should any other orders be issued against the landlord with respect to this tenancy? Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This tenancy began on November 1, 2007. Monthly rent was initially set at \$1,000.00, payable on the first of each month. The current monthly rent is \$1,340.00. The landlord continues to hold the tenants' \$500.00 security deposit.

The tenants applied for a monetary award of \$1,911.40, an amount designed to reimburse them for their \$911.40 payment of an environmental testing report on the air quality within the rental and \$1,000.00 to replace their leather couch damaged by black mould during this tenancy. The tenants also applied for the recovery of their \$100.00 filing fee for their application.

The tenants also applied for an order requiring the landlord to undertake emergency repairs to floors and walls, which they believe are the source of mould and asbestos problems identified in the environmental testing report they secured.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of the tenants' application:

1. The landlord committed to check the landlord's upcoming vacancy list in all of the landlord's properties to determine if there are upcoming vacancies in rental units that are becoming available that would meet the tenants' needs and offer these rental units to the tenants.
2. In the event that the tenants decide to move into one of the landlord's other rental units, the landlord will pay the tenants' moving costs, and will waive the standard notice period for the tenants' ending their current tenancy.
3. The landlord also agreed to waive the standard notice period for the tenants should they decide to end their tenancy within the next two months because they have found accommodation elsewhere, and the landlord further agreed to pay the tenants for their moving costs to relocate elsewhere.
4. In the event that the tenants are unable to obtain alternative accommodation, the landlord agreed to provide the tenants with at least 24 hours written notice, and as much notice as possible to remove and replace all of the flooring in the rental unit.
5. In the event that the tenants are unable to obtain alternative accommodation, the tenants agreed to remove their possessions from the rental unit and temporarily vacate the rental unit after receiving the notice from the landlord described in Term 4 of this agreement so as to enable the landlord to undertake the repair work required in the rental unit.

6. If the tenants temporarily vacate the rental unit as per the circumstances identified in Term 4 of their agreement, the landlord agreed to arrange for and pay for their hotel expenses and reasonable meal expenses until such time as an environmental testing company determines that it is safe for them to return to the rental unit. The landlord also committed to pay for the tenants' storage of their possessions and belongings during the period when they are unable to return to their rental unit.
7. The landlord committed to retain an environmental testing company that would conduct testing for mould and asbestos once the flooring has been replaced. The landlord agreed to undertake and complete whatever repairs are necessary to address any problems identified in the report provided by the environmental testing company before anyone is allowed to move back into the rental unit.
8. Once any repairs outlined in Term 6 are completed, the landlord committed to have the environmental testing company return to the rental unit to ensure that the corrective action undertaken has been sufficient to enable tenants to safely reside in this rental unit.
9. The landlord committed to provide the tenants with copies of any reports produced by the environmental company the landlord retains for the testing for mould and asbestos in this rental unit.
10. The landlord agreed to pay the tenants a total of \$1,411.40, an amount designed to compensate the tenants for their payment of the tenants' environmental testing report, the loss in value of their couch, and the recovery of their filing fee for this application.
11. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and that they did so of their own free will.

Conclusion

In order to implement the settlement agreement as outlined above, I issue a monetary Order in the tenants' favour in the amount of \$1,411.40, to be used only if the landlord does not abide by the provisions of Term 10 of their settlement agreement. The tenants are provided with these Orders in the above terms and the landlord must be served with this Order in the event that the landlord does not comply with this portion of their settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

I order the landlord to provide the tenants with a list of upcoming vacancies in the properties managed or owned by the landlord,

For the next two months, I order the landlord to waive the standard notice period whereby the tenants are required to provide written notice to end their tenancy to the landlord.

In the event that this tenancy continues, I order the landlord to provide the tenants with at least 24 hours written notice and ideally much more time to remove their belongings from the rental unit and place them into some form of storage. Once the tenants belongings have been removed from the premises, the landlord is ordered to replace the flooring in the rental unit and to undertake and complete whatever repairs are necessary to the walls to ensure that this rental unit can safely be occupied by the tenants. In this event, I also order the landlord to arrange for and pay for the tenants' accommodation in a hotel, to pay for their reasonable meal expenses, and to pay for storage of their belongings; each of these for as long as it takes for the environmental testing company to determine that it is safe for the tenants to return to live in the rental unit.

To perfect the settlement agreement reached between the parties, I also order the landlord to reimburse the tenants for any moving costs they may incur should they decide to end their tenancy within the next two months and relocate to one of the landlord's other properties or to alternate accommodation within the Lower Mainland.

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: July 12, 2018

Residential Tenancy Branch