Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUITLAM KINSMEN HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   ERP PSF RR

Introduction

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

- an order to the landlord to make emergency repairs to the rental unit pursuant to sections 33 and 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 62; and,
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions.

Preliminary Issue – Unrelated Issues

Rules 2.3 and 6.2 of the *Residential Tenancy Branch Rules of Procedure* allows an Arbitrator to consider whether issues are related and if they would be heard at the same time. I determined the issue of whether the possible existence constituted a need for emergency repairs to be unrelated to the tenant's other issues. Accordingly, I dismissed all of the tenant's applications with leave to reapply except the tenant's application for emergency repairs of mould. The tenant's application for emergency repairs of mould is addressed below.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

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 discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the tenant's application for emergency repairs of mould:

- The landlord shall retain a qualified contractor to enter the rental unit on Monday, April 29, 2019 to inspect the rental property for mould. A representative of the landlord is permitted to supervise the inspection. The tenant shall permit the inspection. The tenant may be present during the inspection and the tenant may supervise the inspection.
- If any mould is identified in the rental unit during the inspection, the landlord shall remediate the mould, at the landlord's expense, with a qualified contractor within one week of the date of the inspection.

These terms comprise the full and final settlement of all the tenant's application for emergency repairs of mould.

All parties testified that they understood and agreed that the above terms are final, binding, and enforceable.

Based on the above, I find that the tenant's application for emergency repairs of mould matters is resolved pursuant to the above agreed terms.

Conclusion

I order that all of the tenant's applications herein, other than tenants' application for emergency repairs of mould, are dismissed with leave to reapply.

I order that the landlord shall retain a qualified contractor to enter the rental unit on Monday, April 29, 2019 to inspect the rental property for mould. A representative of the

landlord is permitted to supervise the inspection. The tenant shall permit the inspection. The tenant may be present during the inspection and the tenant may supervise the inspection.

I order that if any mould is identified in the rental unit during the inspection, the landlord shall remediate the mould, at the landlord's expense, with a qualified contractor within one week of the date of the inspection.

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 26, 2019

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Residential Tenancy Branch