



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP FFT

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

- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

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, 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 settlement of all issues currently under dispute:

1. The landlord shall make the following repairs and/or remediations to a level consistent with section 32 of the Residential Tenancy Act:
 - a. Basement Suite
 - i. Child's bedroom closet
 1. Repair mold damage to walls
 2. Reinstall baseboard
 3. Reinstall flooring underlay
 - ii. Master bedroom closet

1. Repair mold damage to walls
 2. Reinstall baseboard
 - iii. Kitchen
 1. Repair mold damage in kitchen cabinets
 - b. Upstairs Suite
 - i. Bathroom
 1. Examine bathroom walls for mold damage and repair mold damage
 2. Re-caulk shower
 3. Fix leak (if any) in jacuzzi
 4. Ensure that the outlet below the jacuzzi is installed to the applicable municipal code and does not pose a danger to the tenants
 - ii. Daughter's bedroom
 1. Repair mold damage to walls
 - iii. Sons' bedroom
 1. Repair rotted window sill
 - iv. Windows throughout upstairs suite
 1. Repair windows to condition that black mold does not accumulate on the windows at an unreasonable rate, or provide adequate ventilation to ensure the same
(collectively, the "**Repairs**")
2. The landlord shall start work on the Repairs by December 8, 2019.
3. The tenants shall permit the landlord or the landlord's agent's reasonable access to the rental unit so long as they are provided at least 24 hours written notice of the landlord's intention to enter and the purpose of the entry (one notice be used to notify the tenants of multiple instances of entry, within reason).
4. The landlord shall provide written notice to any one of the tenants (notice to any one tenant shall be deemed to be service upon all the tenants) by serving it in person, by posting it on the front door of the rental unit, or by sending it by registered mail.
5. Any tenant may be present at the time of the landlord or the landlord's agent's entry to the rental unit, although a tenants' presence is not required, so long as the landlord has provided proper notice.
6. The landlord agrees not to employ as agents or workers the two men with whom the tenants have had a previous verbal altercation.

7. The landlord shall complete the Repairs by February 29, 2020.
8. If the landlord fails to complete the Repairs by February 29, 2020, the tenants are permitted to withhold 10% of their monthly rent for March 2020, and an additional 5% per month thereafter for each month the Repairs are not completed (that is, 15% for April 2020 rent, 20% for May 2020 rent, and so on).
9. The landlord or her agents shall not conduct work at the rental unit associated with the Repairs on December 25, 26, or 27, 2019.

These particulars comprise the full and final settlement of all aspects of this dispute for the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute between these two parties.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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: November 15, 2019

Residential Tenancy Branch