



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP PSF MNDC LRE RR FF

### 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 repairs to the rental unit pursuant to section 32;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing.

### Preliminary Issue – Scope of Application

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

The tenant's application included a request for various remedies under the Act for numerous issues spanning over several years of this tenancy. Due to time constraints and the fact that some issues identified in the tenant's application were of more an urgent nature than others and not all were directly related, I exercised my discretion to only address the most urgent repair issues in this hearing. The remainder of the issues

identified in the tenant's application including request for monetary compensation, rent reduction, restricting access and any non-urgent repair matters not addressed in this application are dismissed with leave to reapply.

### Settlement of repair issues

Pursuant to section 63 of the Act, an 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.

The parties expressed an interest and were successful in resolving majority of the repair issues which were identified as being most urgent by mutual agreement under the following final and binding terms:

- 1) Heating & Furnace - The landlord agrees to have a professional licensed contractor assess the heating issue including assessing the fireplace and patio door for loss of heat.
- 2) Mould – Landlord agrees to repair the bathroom fan which may be contributing to mould build-up in the bathroom. The landlord agrees to remediate all mouldy areas throughout the rental unit by cleaning and/or removing the mould and repainting any effected areas. The landlord further agrees to paint over the blue stripes on the ceilings and any other patchwork required in the unit.
- 3) Master bathroom shower – The landlord agrees to have a tradesman repair the issue of water leaking from the shower on to the floor.
- 4) 2<sup>nd</sup> bathroom – The landlord agrees to have a tradesman re-caulk the bathtub and sink and to patch and repair holes in the wall caused by the towel holder.
- 5) Dishwasher – The landlord agrees to repair or replace the dishwasher.
- 6) Kitchen countertop – The landlord agrees to repair or replace the kitchen countertop.
- 7) Washing machine – The landlord agrees to repair or replace the washing machine.

- 8) Electric outlets – The landlord agrees to replace 3 broken or missing electric outlets in the rental unit.

The landlord is ordered to commence action on each of the above items within one week from the date of this decision and to complete all agreed upon repairs including any repairs/actions identified by contractors on or before December 31, 2019.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement.

**This Decision and Settlement Agreement is final and binding on both parties.**

As the tenant was for the most part successful in this part of the application, the tenant is entitled to recover the filing fee paid for this application from the landlord. The tenant may withhold \$100.00 from a future rent payment.

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 26, 2019

---

Residential Tenancy Branch