



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0965219 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, RR, LRE, FF, MNDC, PSF, LAT, OLC

### Introduction

This hearing dealt with the tenant's 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;
- authorization to change the locks to the rental unit pursuant to section 70;
- 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 repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package via Canada Post Registered Mail on January 27, 2020 and the submitted documentary evidence by posting it to the landlord's door on March 1, 2020. Both parties also confirmed the tenant served the landlord with the amendment via Canada Post Registered Mail on March 2, 2020. Both parties confirmed the landlords served 4 photographs of a fire inspection report to the tenant via Canada Post Registered Mail on March 21, 2020. Neither party raised any service issues. I accept the undisputed

affirmed testimony of both parties and find that both parties have been sufficiently served.

At the outset, extensive discussion with both parties took place in which the tenant clarified that he is withdrawing all requests except for the request for repairs. Further discussions revealed that the tenant seeks repairs of an 11 item list given to the landlord on September 9, 2019 which the landlord acknowledges receiving. The tenant after more discussions stated that items #1, 2,3 and 8 are to be deleted and no longer need action. The hearing shall proceed for the tenant's request for repairs on items:

- #4 Damaged Drywall located beside patio door
- #5 Bathroom ceiling exhaust fan unit and duct attachment
- #6 Bathroom fan and vanity light electrical circuit
- #7 Non functioning electrical outlet located in dining area
- #9 Multiple electrical outlets (10), door jam striker plates (2), bathroom light switch and ceiling exhaust fan are identified points of air infiltration. Draft seal exposed switch and electrical outlets and install cover plates
- #10 Repair non functioning stove top elements
- #11 Repair oven door gasket

The landlords indicated that they were willing to have the above listed items repaired, but that the landlord requests that the tenant allow a witness to attend with the landlord's agents/technicians during the inspection/repairs. The tenant consented to having a witness present when the landlord attends as long as proper notice is given.

On this basis, both parties confirmed their agreement to the above noted list of repairs requested by the tenant based upon the September 9, 2019 list of items. Both parties agreed that the tenant shall consent to the landlord's agents/technicians and where necessary an electrician to attend, inspect and make all necessary repairs. Both parties consent to prior notice (as per the Residential Tenancy Act) will be given by the landlord to the tenant via email for the repairs.

I find on this basis, that the tenant has been successful and entitled to recovery of the \$100.00 filing fee. As the tenancy continues, I authorize the tenant to withhold one-time \$100.00 from the next monthly rent due upon receipt of this decision.

### Conclusion

The tenant's application for repairs are granted.

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 1, 2020

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Residential Tenancy Branch