



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, LRE

Introduction

This hearing was scheduled to deal with the tenant's application for repair orders and orders to suspend or set conditions on the landlord's restricted right to enter the rental unit.

I confirmed the tenant served and the landlord's agents received the tenant's proceeding package; however, the parties were in dispute as to whether the tenant included her evidence with the package served upon the landlord.

The tenant stated she was not certain she had provided her evidence to the landlord but the landlord's agents were certain the tenant's email did not include the tenant's supporting documents. The landlord's agent read aloud the attachments to the tenant's email and the attachments did not appear to include the tenant's evidence, namely emails the tenant had written to the landlord in the past. The person serving documents bears the burden to prove the documents were served and based on the parties' statements, I was not satisfied the tenant had served her evidence. I indicated to the parties I was willing to proceed with the hearing with a view to bringing resolution and I gave the parties the opportunity to provide their respective positions orally during the hearing.

During the hearing, I explored the issues the parties were having difficulty resolving and explained certain requirements of the Act to the parties. In doing so, I was able to facilitate an agreement between the parties. I have recorded the outcome of these discussions and their agreement by way of this decision.

The tenant had named one of the landlord's agents in filing this Application for Dispute Resolution. The style of cause has been amended to reflect the landlord's business operating name. I heard the residential property is owned by an individual and this individual carries on business as a landlord as named in the style of cause. The tenant also makes her rent payments to the business identity. The persons appearing on

behalf of the landlord are the son and granddaughter of the owner and have been managing the property along with a resident manager.

Issue(s) to be Decided

What are the terms agreed upon by the parties?

Background and Evidence

The parties were in agreement that on May 31, 2020 the tenant requested the landlord attend to four repair issues by depositing “pink slips” in the landlord’s mail slot. The tenant then initiated this Application for Dispute Resolution on June 1, 2020. The repair issues have not yet been resolved.

The landlord’s agent stated the landlord requires a tenant to complete a “pink slip” to request repairs; however, I identified a non-compliant statement on the pink slip. Of concern is the “pink slips” indicate that in making a request for repairs, the tenant’s request for repair will be the landlord’s authority to enter the rental unit to effect the necessary repairs or delivery.

Going forward, the parties agree to the following:

1. Any future repair the tenant seeks shall be made by completing and giving the landlord a “pink slip”.
2. The landlord shall modify its “pink slips” to remove the statement that giving a pink slip provides authorization for the landlord to enter the rental unit.
3. Upon receipt of a pink slip, the landlord shall take reasonable and timely action to investigate and rectify the issue, including the pink slips deposited on May 31, 2020.
4. The landlord’s authorized agents and/or contractors shall gain entry in the rental unit by posting a Notice of Entry to the rental unit door with at least 24 hours of advance notice. The Notice of Entry shall provide the date and time of entry (including a reasonable time frame), the purpose for entry, and identify who shall be entering the unit. In providing the tenant a Notice of Entry the landlord does not need to gain the tenant’s consent to enter and the landlord may enter even if the tenant is not home during the specified entry period. Nor, will the tenant interfere with the landlord’s entry.
5. During the COVID-19 State of Emergency, the tenant and persons entering the rental unit shall maintain social distancing and wear a mask.

6. Should the landlord experience difficulty in finding a tradesperson willing to do the necessary repair and wear a mask during the COVID-19 pandemic, the landlord shall try to find another tradesperson but if that fails, the repair shall wait until the State of Emergency has been lifted. The landlord shall communicate any such delays in finding a tradesperson to accomplish the repair to the tenant by email.
7. Should the landlord investigate a request for repair and determine the repair is not necessary or not the landlord's responsibility, the landlord shall communicate this to the tenant by way of an email and the tenant may chose to escalate the issue for determination by an Arbitrator by filing an Application for Dispute Resolution.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching an agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

Conclusion

The parties reached an agreement with respect to resolving this matter and I have recorded that agreement and I have made the terms of agreement an order of mine to be binding upon both parties.

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: June 26, 2020

Residential Tenancy Branch