



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, OLC, FFT, PSF, AAT, LRE, MNDCT, RR

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking:

- Repairs;
- An order for the Landlord to comply with the *Act*, regulation or tenancy agreement;
- An order for the Landlord to provide services or facilities;
- An order for the Landlord to allow access to the rental unit for the Tenant and their guests;
- An order restricting or setting conditions on the Landlord’s right to enter the rental unit;
- A rent reduction for repairs, services, or facilities agreed upon but not provided;
- Compensation for monetary loss of other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant, the Tenant’s roommate, the Landlord, and two agents for the Landlord; all of whom provided affirmed testimony. Neither party raised concerns regarding the service or receipt of the Notice of Dispute Resolution Proceeding Package or the documentary evidence before me for consideration. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the request of the Tenant, copies of the decision will be emailed to them at the email address provided in the Application. At the request of the Landlord, a copy of the decision will be emailed to them at the email address listed in the application and mailed to their mailing address.

## Preliminary Matters

### Preliminary Matter #1

At the outset of the hearing, it was identified that the named company listed as the Landlord in the Application no longer owns the property. Instead the respondent A.B. stated that they are the sole owner of the property, in their own name, and have been for over a year since their spouse passed away. The other two respondents S.B. and J.B. stated that they also are not landlords or owners of the rental unit, and are instead only agents of the Landlord, who is their parent.

With the consent of the parties, the application was amended to name only A.B. as the Landlord and respondent in this matter.

### Preliminary Matter #2

In their Application the Tenant sought multiple remedies under multiple unrelated sections of the *Act*. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Based on my review of the Application and documentary evidence before me, as well as the testimony of the parties in the hearing, I find that the priority claims relate to repairs to the rental unit. As the other claims are not sufficiently related to whether repairs are required to the rental unit, I exercise my discretion to dismiss the following claims by the Tenant with leave to reapply:

- An order for the Landlord to comply with the *Act*, regulation or tenancy agreement;
- An order for the Landlord to provide services or facilities;
- An order for the Landlord to allow access to the rental unit for the Tenant and their guests;
- An order restricting or setting conditions on the Landlord's right to enter the rental unit;
- A rent reduction for repairs, services, or facilities agreed upon but not provided; and
- Compensation for monetary loss of other money owed.

As a result, the hearing proceeded based only on the Tenant's Application seeking repairs and recovery of the filing fee.

## Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Landlord agrees to:
  - a. replace the carpet throughout the rental unit with flooring of their choice, provided the flooring is of greater or equal quality to the initial carpeting and suitable for residential indoor use;
  - b. to paint the interior walls of the rental unit;
  - c. to have the flooring and cabinetry in the bathroom assessed and repaired or replaced as necessary due to moisture, damage or wear and tear;
  - d. to fix or replace the faucets in the bathroom and kitchen;
  - e. to have the cabinetry in the kitchen assessed and repaired or replaced as necessary due to moisture, damage or wear and tear; and
  - f. have the rental unit assessed for any ongoing leaks and to complete any necessary leak repairs or remediation in a timely manner.
2. The Landlord agrees that except for the painting and repair or replacement of the sink faucets, all work will be done by a qualified professional in good standing in the community.
3. The parties agree that the necessary assessments, repairs and replacements must be completed as soon as possible, and in any event, not later than August 31, 2020.
4. The Tenant agrees to provide the Landlord, their agents, and any tradespersons hired by the Landlord, with access to the rental unit for the purpose of assessing and completing the above noted work.
5. The parties agree that they will work together to schedule entry and work in the rental unit at mutually agreeable times, wherever possible and practical. Should the parties be unable to reach agreement on the dates and times for entry and work to be done, the parties agree that the Landlord will schedule the work to be completed as they see fit, and provide the Tenant with written notice of the entry for the completion of such work, in accordance with section 29 of the *Act*, by posting notice on the door of the rental unit, as this is the Tenant's preferred method.

6. The Landlord agrees to provide as much notice as possible and reasonable under the circumstances, taking into consideration the type of work being done and any necessary preparations required on the part of the Tenant or occupants (such as moving furniture).
7. The Tenant agrees not to prohibit the Landlord, their agents, or the tradespersons hired by the Landlord from entering the rental unit, provided the entry has been agreed upon or the Landlord has given proper written notice for the entry as outlined above.
8. The Tenant agrees that neither they, nor any other occupants, will be physically present in the rental unit while it is being painted or the carpeting is being replaced and the Landlord agrees to restrict the completion of these activities to reasonable durations and hours so as not to unnecessarily inconvenience the Tenant or other occupants.
9. The parties agree that the Tenant and other occupants may be present in the rental unit for the duration of any other work, provided they are not a hinderance to the work being completed.
10. The Tenant agrees that belongings will be removed from the carpeted areas of the rental unit in advance of its replacement, so as to enable the carpet to be removed and replaced, and the Landlord agrees to schedule the carpet replacement so as to minimally impact the Tenant and occupants (such as by scheduling the carpeting in the bedrooms to be replaced at a different time than the carpeting in the main area(s) of the rental unit so that the Tenant is not required to move the furniture out of the rental unit entirely).
11. The Tenant agrees to move all belongings away from the walls in advance of painting, to ensure there is sufficient space for ladders, painting equipment, etc.
12. The parties agree that the Tenant may deduct \$100.00 from the next months rent payable under the tenancy agreement in recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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: July 6, 2020

---

Residential Tenancy Branch