



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CDJ Vancouver Holdings Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, PSF, RR, FFT

Introduction

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 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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Shortly after this hearing began, Landlord JW (the landlord) testified that they were responsible for the delays in obtaining repairs to the intercom system that previously allowed access to the building by Canada Post for the delivery of mail to five of the eight units in this rental building. They apologized to the tenant for these delays and said that they were fully and personally responsible. To this end, the landlord agreed to have their name added as a Respondent to this application, as they wished to be held responsible for addressing the monetary claim initiated by the tenants. With the agreement of the parties in attendance and in accordance with the powers delegated to me by the *Act* to make revisions to applications, I have revised the tenants' application for dispute resolution to have Landlord JW added as a Respondent to the tenants' original application for dispute resolution.

The landlord confirmed that the landlords received a copy of the tenants' dispute resolution hearing package and written evidence handed to their office on July 30, 2020. I find that the landlords were duly served with this material in accordance with sections 88 and 89 of the *Act*. The landlords did not provide any written evidence for this hearing.

Tenant CS (the tenant) confirmed that they had full authority to act on behalf of the other tenant. The landlord also confirmed that they had full authority to act on behalf of the corporate landlord identified above.

Issues(s) to be Decided

Should an order be issued requiring the landlord(s) to undertake repairs to the rental property to reactivate a functioning intercom system to access the rental property? Are the tenants entitled to a retroactive monetary award for their loss of services or facilities that they anticipated receiving as part of their tenancy agreement? Should orders be issued enabling the tenants to reduce their rent for their loss of services or facilities that they expected to receive as part of their tenancy agreement? Are the tenants entitled to recover the filing fee for this application from the landlord(s)?

Background and Evidence

On July 1, 2016, the tenants signed a Residential Tenancy Agreement with the previous owners of this property. Although the initial term was set as a one-year fixed term tenancy, the tenancy subsequently converted to a month-to-month tenancy following the expiration of the original term. Monthly rent when the tenancy began was set at \$1,475.00, payable on the first of each month, which has increased to the current monthly rent of \$1,537.50. The landlords continue to hold the tenants' \$737.50 security deposit.

The tenants provided undisputed written evidence to support their application for a monetary award of \$164.44, the amount that they have had to pay Canada Post for the period from December 9, 2019 until September 8, 2020 to have their mail delivered to a location other than where they reside. The tenants supplied written evidence that mail has been undeliverable to this rental building since June 2019 because the intercom that previously enabled Canada Post employees to deliver to the mailroom in this building has malfunctioned. Although the tenants have requested repairs, this work has not been completed, and Canada Post has been unable to deliver their mail since then.

The tenants provided written evidence to document their costs incurred in having their mail redirected since December 9, 2019.

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 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 resolution of their dispute:

1. Landlord JW agreed to send Tenant CS an etransfer of \$264.44 before the end of the day on August 31, 2020, and Tenant CS agreed to accept this etransfer as full monetary compensation for the tenants' claim.
2. Landlord JW agreed to undertake repairs to the intercom system in this rental building as soon as possible and before October 1, 2020, to enable Canada Post to deliver mail to this rental building.
3. The parties agreed that in the event that the above-noted repairs are not completed by October 1, 2020, that the tenants will be allowed to reduce their monthly rent by \$20.00 until such time as these repairs are completed and mail delivery to this rental building is restored.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and all issues currently in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, the tenants are provided with the attached monetary Order to be used **only** in the event that Landlord JW does not abide by the monetary provisions of Clause 1 of the above-noted agreement. Should Landlord JW fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To implement the provisions of Clause 2 of the above-noted agreement, I order the landlords to repair the intercom system in this rental building as soon as possible and before October 1, 2020. In the event that these repairs have not been completed by

October 1, 2020 to enable Canada Post to restore mail delivery to this rental building, I order the tenants to reduce their monthly rent payments by \$20.00 until the month following the completion of these repairs.

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: August 31, 2020

Residential Tenancy Branch