



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AAT, MNRT, MNDCT, DRI, RR, RP, PSF, LRE, AS, OLC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on July 23, 2020, wherein the Tenant sought the following relief:

- an Order canceling a 2 Month Notice to End Tenancy for Landlord's Use;
- an Order for access to the rental unit for the Tenant and her guests;
- monetary compensation from the Landlord, including a dispute of a rent increase, and compensation for repairs paid for by the Tenant;
- an Order that the Landlord:
 - make repairs to the rental unit;
 - provide facilities and services as required by law;
 - be restricted from entering the rental unit; and,
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the tenancy agreement.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary Matter

Although the Tenant, T.P., named herself, J.T. and C.M. as tenants on the Application, the parties agreed that the tenancy exists between T.P. and the Landlord. Pursuant to section 64(3)(c) of the *Act* I amend the Tenant's Application to remove J.T. and C.M. as Tenants.

Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Act*, I record their agreement in this my Decision and resulting Orders. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the following matters:

1. The Notice is withdrawn and the tenancy shall continue until ended in accordance with the *Residential Tenancy Act*.
2. The parties agree to the following in terms of the tenancy:
 - a. The tenancy is between T.B. and the Landlord. J.T. is an occupant who currently resides with T.B. in the rental home.
 - b. The tenancy is a month to month tenancy.
 - c. Monthly rent is payable in the amount of \$1,100.00 for the rental home.
 - d. Should the tiny house (owned by the Tenant and currently located on the rental property) be occupied by a sub-tenant, the Tenant shall pay an additional \$300.00 to the Landlord for a total of \$1,400.00 payable on the first of every month.
 - e. Only one tiny house shall be present on the rental property unless the Tenant has the written consent of the Landlord for more.
 - f. The Landlord consents to the Tenant entering into a sub-tenancy with C.M. C.M. shall pay rent to the Tenant, and the Tenant shall pay an additional \$300.00 to the Landlord as provided for in paragraph 2(d) above. Should C.M. vacate the tiny house, the parties shall discuss any future sub-tenancies and the Tenant shall not allow a future sub-tenancy without the Landlord's written consent.

3. The Tenant shall have exclusive possession of the rental home. The Landlord shall not enter the rental house or tiny house, except in accordance with section 29 of the *Residential Tenancy Act*.
4. The Landlord shall continue to have access to the driveway and the 5 acres of land he owns, upon which the rental home, the tiny home and the landlords' shop and apartment are located.
5. Within two weeks of the date of the hearing, the Landlord shall:
 - a. fix or replace the washing machine in the rental home;
 - b. connect the kitchen grey water to the sewage line; and,
 - c. provide the Tenants with five smoke detectors.
6. Within 30 days of the hearing, the Landlord shall ensure the bedroom window is repaired or replaced.
7. Within 60 days of the hearing, the Landlord shall have the chimney cleaned and ascertain whether a chimney cap, or other mechanism, is required to address water ingress through the chimney.
8. Within 60 days of the hearing, the Tenant shall send the Landlord a list of requested repairs. Should the parties not be able to agree to the necessity or timeline of such repairs, the Tenant shall be at liberty to seek a further Order from the Residential Tenancy Branch that the Landlord make these repairs in accordance with section 32 of the *Act*.
9. The Tenant shall make her best efforts to clean the bedroom of mould. Should this be insufficient to address the mould issues, the Tenant may retain a mould specialist to ascertain the source and extent of mould in the bedroom. The Tenant is at liberty to seek monetary compensation from the Landlord for any related costs.
10. The Tenant's monetary claim for \$15,659.68 is dismissed with leave to reapply. Should the parties not be able to resolve the Tenant's request for monetary compensation for repairs and loss of services and facilities, she shall be at liberty to reapply to the Residential Tenancy Branch for such relief.

This decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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: September 2, 2020

Residential Tenancy Branch