



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, RP, LRE, MNDCT, FFT

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;
- 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 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 and the submitted 3 document files as evidence via Canada Post Registered Mail on November 4, 2020. The landlord also stated that he did not attempt to pick up the package from Canada Post until it was returned to the sender. The landlord stated that he had contacted the Residential Tenancy Branch directly and obtained a copy of the tenant's hearing package. Both parties confirmed the landlord served the tenant with his submitted 35 document file evidence by posting it to the rental unit door on January 16, 2021. The tenant objected to the landlord's late evidence submission but did not have any issues in responding to the late submission.

I accept the undisputed affirmed testimony of both parties and find that the landlord has been sufficiently served as per sections 88 and 89 of the Act. Despite the landlord not picking up the notice of hearing package and the submitted documentary evidence, the

landlord is deemed served 5 days later on November 9, 2020. The landlord confirmed that he did receive notice but failed to pick up the package before Canada Post returned it to the sender. I also find that despite the landlord serving the tenant with his late evidence submissions on January 16, 2021, the tenant had no issues in responding to the submitted evidence. On this basis, I find that there is no prejudice to the tenant and the hearing may proceed.

Preliminary Issue(s)

At the outset, the tenant's application was clarified. The tenant seeks completion of repairs listed in a previous Decision (noted on the cover of this decision) dated April 1, 2020. The tenant provided written details stating that repair items #4-7 and #9-11 were not yet completed and request a new repair of an overhead fan/light in the dining room.

- #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 Nonfunctioning 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

During the hearing the tenant stated that item #10 was repaired and is no longer an issue.

The landlord argued that two attempts to schedule the contractor work were unsuccessful. The landlord stated at a Canada Post Registered Mail letter was sent to the tenant requesting the tenant's availability to schedule the contractor work. The first request was returned "ripped up". The landlord stated that the second request was ignored by the tenant with no reply. The landlord also stated that the overhead fan/light was replaced on January 18, 2021. The tenant confirmed the completion of this work.

During the hearing the tenant cancelled his request for an order suspending or setting conditions on the landlords right to enter the rental unit as this is no longer an issue. The tenant also cancelled his request for the clarified monetary claim of \$900.00.

As in the previous Decision dated April 1, 2020, the landlord consented to the repair of the items listed by the tenant, however, the landlord expressed dissatisfaction in arranging the scheduling of these repairs.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the landlord will retain the appropriate contractor/technician to complete the below listed items for repair. The landlord will email the contractor/technician's contact information to the tenant who will in turn contact the contractor/technician directly to arrange scheduling of the inspection/repairs. The landlord retains the authority to authorize any work performed by a contractor/technician and will arrange directly with the contractor/technician to be contacted for authorization for any work required.

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Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

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 this matter.

At the conclusion of the hearing the landlord referenced a request by the tenant to replace a deadbolt on his door. The tenant stated that this was no longer an issue and requests that the landlord may remove this request from his maintenance list. The tenant stated that he is satisfied with his current deadbolt. As such, no further action is required.

Both parties were advised that if an item of repair is not satisfactorily repaired by the landlord, the tenant may via email message the landlord with his concerns. The landlord will in turn respond via email with an explanation. Both parties were notified if this process was still unsatisfactory, either party may file an application for dispute for a determination on the completion of repair.

The tenant also seeks compensation of \$200.00 for the lack of repairs agreed to by the landlord. The tenant stated the amount sought was arbitrary not based on any losses. The landlord disputed this arguing that he has made reasonable efforts to schedule the repair work even going as far as sending a scheduling request to the tenant via Canada Post Registered Mail twice. The first response was the return of a ripped envelope and the second attempt was ignored. I find in this circumstance the tenant has failed to provide sufficient evidence that the lack of repairs were the result of any neglect or action by the landlord. On this basis, the tenant's request is dismissed.

As for the tenant's request for recovery of the \$100.00 filing fee, I find that it appears to be a breakdown in communication by both parties regarding these repairs. I find based upon the submissions of both parties that the landlord has made reasonable efforts to complete the repair work despite the tenant failing to effectively communicate with the landlord. On this basis, I find that the tenant is not entitled to recovery of the filing fee.

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: January 21, 2021

Residential Tenancy Branch