



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding W+S BERNARD INVESTMENTS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes

RP, MNDCT, LRE

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for regular repairs to the unit, site or property, for a monetary claim of \$4,312.82 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and for an order limiting the landlord's right to enter the rental unit, site or property.

The tenant, a tenant advocate EN (advocate), the landlord, an agent for the landlord DD (agent), and a witness for the landlord PD (witness) attended the teleconference hearing and gave affirmed testimony. The hearing process was explained to the parties and an opportunity to ask questions was provided to the parties. Expectations regarding conduct were also explained to the parties.

The landlord confirmed having been served with documentary evidence from the tenant and that they had the opportunity to review that evidence before the hearing. Although the tenant testified that they were not served with any documentary evidence from the landlord prior to the hearing, I do not find the landlord's documentary evidence to be of significant weight as the landlord testified to the matters described in this decision, and the burden of proof is on the tenant and not the landlord, which I will address later in this decision.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on their application, the most urgent of which is the application for repairs to the unit, site or property relating to which are listed as #1 to #6 in the tenants' application. I find that not all the claims on

the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request for repairs as described above, which were listed on the application, plus the filing fee. The balance of the tenants' application is dismissed, **with leave to re-apply**.

In addition, the parties confirmed their respective email addresses during the hearing and confirmed that they understood that the decision would be emailed to them.

Issues to be Decided

- Should the landlord be directed to make repairs to the unit, site or property under the Act?
- If yes, are the tenants entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The parties agreed on the following facts during the hearing:

1. The tenant confirmed that until their application, the tenants have not communicated in writing with the landlord or agent for the 6 repairs listed on their application.
2. There was no photographic evidence to support the need for the requested repairs submitted in evidence.

The listed of 6 items to be repaired are listed as follows in the tenants' application:

1. Hallway 3rd Floor North side – Light has been out for months, very dark
2. 1st Floor South side: Emergency (sic) lights don't work.
3. 3rd Floor North side Fire Door Slams closed (very noisy) wakes people up.
4. 2nd Floor Exit Light not working.
5. Much more inside cleaning, mould, dust, lint on laundry room walls.
6. Outside Carpark area: mths go by with very little done
Paper, Leaves, Dirt etc.

During the hearing, the tenant confirmed that items 1, 2, and 4 have been repaired so those items were not considered further during the hearing.

Regarding item 3, the parties agreed that there are 14 fire doors in the building, which automatically close as fire doors should. Two of the fire doors, according to the tenant,

close loudly due to what the tenant describes are the closing mechanism being worn out. The tenant stated that the 2 doors in need of repair are on the second and third floors. The agent agreed during the hearing, by mutual agreement, to inspect all doors to ensure that all doors are closing as required for fire doors and to confirm that closing mechanisms are functioning correctly to reduce noise if possible.

Regarding item 5, the tenant stated that it was his wife that saw the alleged lint and dust on the laundry room walls. By mutual agreement, the agent stated they will confirm if there is any dust or lint on the laundry room walls and remove, if necessary.

Regarding item 6, the tenant described paper, leaves and dirt in the parking area, which was not supported by any photographic evidence, and as a result of insufficient evidence, this matter was dismissed during the hearing.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, by confirmation of the tenant during the hearing, I find that items 1, 2 and 4 had already been addressed prior to the hearing, and as a result, I dismiss those items as they are now moot.

Regarding item 3, and by mutual agreement pursuant to section 63 of the Act, the agent agreed during the hearing to inspect all doors to ensure that all doors are closing as required for fire doors and to confirm that closing mechanisms are functioning correctly to reduce noise if possible.

Regarding item 5, the tenant stated that it was his wife that saw the alleged lint and dust on the laundry room walls. By mutual agreement and pursuant to section 63 of the Act, the agent stated they will confirm if there is any dust or lint on the laundry room walls and remove, if necessary.

In summary for items 3 and 5, the settlement agreement was reached in accordance with section 63 of the Act. The mutual agreement was made on a voluntary basis and forms a binding nature of the settlement agreement between the parties for items 3 and 5.

Regarding item 6, this matter was dismissed during the hearing due to insufficient evidence and vague details.

Conclusion

Items 1, 2, 4 and 6 have been dismissed.

Items 3 and 5 were resolved by way of a mutually settled agreement pursuant to section 63 of the Act.

Given that a majority of the items before me were dismissed, I do not grant the filing fee.

I order the parties to comply with their mutual agreement noted above pursuant to section 63 of the Act.

This decision will be emailed to the parties as noted above.

This decision is final and binding on the parties, unless 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: February 17, 2021

Residential Tenancy Branch