



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, RP, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on February 7, 2023, wherein the Tenant sought the following:

- an Order canceling a 1 Month Notice to End Tenancy for Cause issued on February 6, 2023 (the "Notice");
- an Order that the Landlord make repairs to the rental unit; and
- recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for teleconference at 9:30 a.m. on June 1, 2023. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Preliminary Matter—Tenant's Name

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

Pursuant to section 64(3)(c) of the *Residential Tenancy Act* and Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* I amend the Tenant's Application for Dispute Resolution to remove his friends S.B. and T.L. as Tenants on the application.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The parties confirmed that this agreement was made on a voluntary basis and that they understood the nature of this agreement as a full and final settlement of this matter. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative positions.

The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* as follows:

1. The Notice is cancelled.
2. The Landlord shall inspect the rental unit at 2:00 p.m. on Saturday June 3, 2023.
3. The Landlord shall write a list of remedial steps to be taken by the Tenant to address any concerns the Landlord has with the condition of the rental unit.
4. Within 30 days the Landlord shall retain the services of a mould expert to inspect the rental unit and provide recommendations and a report regarding the rental unit.
5. The Landlord is at liberty to apply for monetary compensation from the Tenant for contribution towards the cost of the mould expert in the event the expert determines the cause of the mould is something the Tenant did or failed to do.
6. If either party does not follow the recommendations of the mould expert:
 - a. The Landlord may issue a further Notice to End Tenancy for Cause.
 - b. The Tenant may seek an Order from the Residential Tenancy Branch that the Landlord comply with the Recommendations.
7. The Landlord shall hire a plumber to repair the sink drain. The Tenant shall permit entry to the rental unit for this purpose. Should the Tenant be

responsible for the damage to the drain the Tenant shall reimburse the Landlord the cost of the plumber.

8. The parties shall share the cost of the filing fee. The Landlord agrees to pay the sum of \$50.00 to the Tenant. Should the Landlord not do so before July 1, 2023, the Tenant shall be at liberty to reduce his July 2023 rent by \$50.00.

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: June 01, 2023

Residential Tenancy Branch