



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP MNDCT OLC RR FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied for regular repairs to the unit, site or property, for a monetary claim of \$15,349.00 for money owed or compensation under the Act, regulation or tenancy agreement, for an order directing the landlords to comply with Act, regulation or tenancy agreement, for a rent reduction, and to recover the cost of the filing fee.

The tenant, counsel for the tenant (counsel), and the landlords DP, SP and RP (landlords) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. A witness, OF, attended the hearing but did not testify.

Neither party raised any concerns regarding the service of the application or documentary evidence. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### 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 tenant indicated several matters of dispute on the application, the most urgent of which is the application for repairs to the unit, site or property. 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 tenant's request for regular repairs to the unit, site or property, and the cost of the filing fee at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

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

Settlement Agreement

During the hearing, the parties agreed to settle the repair matter, on the following conditions:

- A. The parties agree that the tenant will provide access to the landlord's tradespeople to address all 10 items on the following list as follows:
  - Items 1-3 no later than **November 20, 2020 by 6:00 p.m. Pacific Time.**
  - Items 4-10 no later than **December 4, 2020 by 6:00 p.m. Pacific Time.**
- B. The parties agree that the tradespeople can communicate directly with the tenant for access.
- C. The landlord will hire certified and insured tradespeople at the landlords' expense.
- D. The tenant agrees to provide the landlords with a rental unit key for the front door no later than **November 13, 2020 by 6:00 p.m. Pacific Time.**

The parties agreed on the following **10 items to be repaired:**

1. Flooding issue related to pipe to the right of the entry as you enter rental unit and outside pipe directly outside, the latter of which is a collapsed terra cotta drain tile/pipe.
2. Drain outside on corner of driveway causing 12" x 12" sinkhole.
3. Mould issue – since no moisture testing to date with last flood January 31, 2020, repair inside pipe were water leaks out each time the tenant has a shower. Water is leaking onto concrete and lino flooring.
4. Upstairs bathroom – resolve possible valve or drain seal leak when standing in shower with water running leaking directly downstairs into bathroom downstairs.
5. Fuse box – in basement, showing red indicator instead of a clear indicator.
6. Upstairs bathroom – shower/tub tiling surrounding shower/tub falling off.
7. Fan in upstairs bathroom broken/not functioning.
8. Upstairs back door jam is rotten, and the door is peeling. Water is entering past door threshold.
9. Railing off patio unstable as railing no longer attached to wall of house.
10. Gutter to be installed where missing currently on area where roof was repaired in 2018 and gutter was not reinstalled.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

As the tenant's application had merit, I find that the tenant is entitled to monetary compensation pursuant to section 67 of the Act, in the amount of **\$100.00** to recover the cost of \$100.00 filing fee. As a result, I make the following order pursuant to section 62(3) of the Act:

**I ORDER** a one-time rent reduction for the tenant in the amount of **\$100.00** from a future month's rent, in full satisfaction of the tenant's recovery of the cost of the filing fee.

#### Conclusion

I order the parties to comply with the terms of this settlement agreement.

The filing fee is granted by way of a one-time rent reduction as noted above.

The decision will be emailed to both parties as indicated above.

Should the landlords failed to comply with their mutually settled agreement, the tenant may apply for compensation under the Act and may notify the RTB Compliance and Enforcement Unit.

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: November 6, 2020

---

Residential Tenancy Branch