



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 5th Ave Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNR; MNDC; OLC; RR; ER; RP

Introduction

This is the Tenant's application to cancel a Notice to End Tenancy for Unpaid Rent; for compensation for damage or loss under the Act, Regulation or tenancy agreement; an Order that the Landlord comply with the Act, Regulation or tenancy agreement and make regular and emergency repairs to the rental unit; a reduction in rent .

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant served the Landlord's agent with her Notice of Hearing documents by handing the documents to the Landlord on August 20, 2014, at 4:00 p.m. The Tenants also served the Landlord with documentary evidence, by fax, on August 26, 2014. The Landlord served the Tenant with his documentary evidence by posting the documents to the Tenant's door on August 25, 2014.

The Tenant did not serve the Landlord within 3 days of picking up the Notice of Hearing documents from the Residential Tenancy Branch. The exchange of documentary evidence did not take place within the time requirements set out in the Rules. However, both parties wished to proceed with the Tenant's application.

Preliminary Matters

At the outset of the Hearing, the parties testified that the Tenant paid the outstanding rent on August 20, 2014, and that the tenancy was reinstated. Therefore, the Tenant's application to cancel the Notice to End Tenancy is not necessary and is dismissed. The Hearing continued with respect to the remainder of the Tenant's application.

Issues to be Decided

- Is the Tenant entitled to compensation for damage or loss under the Act, regulation or tenancy agreement?

- Should the Landlord be ordered to comply with the Act and make regular and emergency repairs to the rental unit?
- Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy began on September 1, 2012. Rent is \$795.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$400.00 at the beginning of the tenancy.

The Tenant's claim revolves around a claim for compensation and a request for emergency repairs regarding mold, together with some other regular repairs. The Tenant alleged that the mould is black mould and has caused her and her pets to become very ill.

The Landlord testified that the tenancy agreement does not allow pets in the rental unit.

The Landlord stated that he made all of the repairs that the Tenant has requested. The Tenant disputed this, and stated that he painted over the mould in a kitchen cupboard, but that he did not kill the mould and it will come back.

Analysis

The Landlord acknowledged that there was mould in the rental unit, but disputed that it was dangerous, or black mould. I find that the Tenant did not provide sufficient evidence (for example, a professional mould inspector's report) to substantiate her claim that the mould in the rental unit was hazardous; however, I also find that the Landlord did not take steps to discover whether or not it was hazardous mould.

Therefore, pursuant to Sections 62(3) and 32 of the Act, I Order the Landlord to do the following:

- Hire a licensed, professional mould inspector to inspect the tenant's unit for mould;
- That the Landlord obtain a detailed, written report from the professional mould inspector which outlines the outcome of the inspection, all treatment recommendations for the rental unit and, if required, the complete treatment plan, including recommended follow-up treatments;
- That the Landlord comply with any recommended treatment plan, including recommended follow-up treatments; and

- That the Tenant immediately be given a copy of the professional mould inspector's report and any other report or invoice issued, as recommended treatments are completed.

I Order that all of the above steps be completed as soon as possible, but in any event no later than September 30, 2014.

Conclusion

A number of Orders have been issued to the Landlord, as set out in the analysis section of this Decision. If the Landlord fails to comply with my Orders, the Tenant is at liberty to re-apply.

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: August 29, 2014

Residential Tenancy Branch

