



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, RP, AS, 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* ("Act"). The tenant applied for regular repairs to the unit, site or property, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, for permission to assign or sublet the rental unit, and for the recovery of the cost of the filing fee under the *Act*.

The tenant and the landlord 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. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord affirmed that they were served with the tenant's documentary evidence and that they had the opportunity to review that documentary evidence prior to the hearing. The landlord also confirmed that they did not serve any documentary evidence in response to the tenant's application.

### 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 repairs to the unit, site or property and the tenant's application to recover 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 to the above, the parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

### Issues to be Decided

- Should the landlord be directed to make general repairs to the unit, site or property under the *Act*?
- Is the tenant entitled to the recovery of the cost of the filing fee under the *Act*?

### Background and Evidence

At the outset of the hearing, the tenant confirmed that since filing for dispute resolution, the landlord has fixed a broken drawer, the toilet handle and a toilet leak and that currently, there are no concerns regarding these items.

During the hearing, the tenant claimed that they have mould in the windows of the rental unit; however, the photos referred to by the tenant did not match the name of the documents uploaded in evidence. Therefore, the only photos describing mould were reviewed during the hearing. In one photo, there is no mould shown in the photo and condensation on the window. In another photo, there is mould in the window tracks, condensation on the window and some mould on the outside of the window track. The tenant claims that they have tried cleaning with bleach, a mould treatment spray and a “magic eraser” and that none of those items have resulted in the cleaning of the mould in the window tracks and outside of the window track.

Regarding mould in the second bedroom/daughter’s bedroom, the tenant stated that the photo of the corner of the room with black marks is not as bad as in the photo as of the date of the hearing, October 29, 2019, but still has some black marking. By consent of the parties, the landlord agreed to inspect the rental unit, which will be addressed below by way of a mutually settled agreement.

The tenant also stated that she would like to have the window screen and blinds addressed; which the tenant was reminded was not listed on their application and as a result, would not be addressed at this hearing as the landlord was not served in accordance with the Rules with a claim relating to window screens and blinds.

## Analysis

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

The tenant bears the burden of proof when seeking repairs to the unit, site or property and I have considered the photographic evidence before me, and RTB Policy Guideline 1 ("PG1"), which applies and states:

### **WINDOWS**

**2. The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy.** The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

[Emphasis added]

I find the photographic evidence does not support the tenant's testimony that they have cleaned the window tracks with bleach and a mould treatment spray. In addition, PG 1 states that the cleaning of the inside of windows and tracks during the tenancy is the responsibility of the tenant. I have reached this finding as both photos show condensation that has not been cleaned, and I find that it is more likely than not that bleach and mould treatment spray would clean the mould shown in the photos, and do not accept that cleaning attempts with those products have occurred. Therefore, I dismiss the tenant's claim for the repair of mould on the windows, due to insufficient evidence.

I do not grant the filing fee as a result.

### Settlement Agreement

During the hearing, the parties agreed to settle a portion of this matter on the following condition related to the second bedroom mould concerns of the tenant:

1. The landlord and tenant will together inspect the second bedroom/daughter's bedroom on October 30, 2019 at 11:00 a.m. Pacific Time for the presence of mould. The landlord will take photos and document any concerns.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

Conclusion

I order the parties to comply with the terms of their settled agreement indicated above.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

I decline to award the filing fee as noted above.

The tenant's claim for mould related to the window tracks and the windows is dismissed due to insufficient evidence.

This decision will be emailed to both parties.

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: October 29, 2019

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Residential Tenancy Branch