



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, RP, OLC, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The first hearing was held on December 2, 2022, and it was adjourned due to service issues. Both parties attended the second hearing on April 11, 2023. At the second hearing, the Tenant confirmed that she re-served her evidence by registered mail, and the Landlord acknowledged receipt. The Landlord did not provide any documentary evidence.

As per the Interim Decision, dated December 2, 2022, the Tenant had initially applied for multiple remedies, and at that time, some of the grounds the Tenant applied for were severed from the proceeding. The priority identified was whether or not repairs orders are warranted, and all other matters were dismissed, with leave to reapply, including the Tenants request for a rent reduction. As such, the only ground remaining to be discussed, and decided upon in the Tenant's request for repairs, which will be addressed further below.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an order requiring the Landlord to make repairs to the rental unit?

Background and Evidence

The Tenant stated that she moved into the rental unit around February 1, 2022, and right when she took possession, she noticed there was some mould on the interior of the window in the bedroom. The Tenant stated that she submitted a repair request to the landlord in April of 2022, and the Landlord sent a technician to come and look at the issue with mould on the windows on April 16, 2022.

The Landlord stated that the technician did not find any mould, so no follow up was done. The Tenant stated that she sent another letter to the Landlord, requesting remediation, but no follow up was done. The Tenant is asking for the Landlord to send a certified mould inspector to come and inspect the bedroom window, and the sliding door window, and perform any necessary remediations. The Tenant stated that she has been sleeping in her living room, since she is worried there is dangerous mould on her bedroom window.

The Landlord agreed to send a certified mould inspector to the property within 1 week of today's date, and the Landlord will share the report from the inspector with the Tenant. The Landlord confirmed they will follow up and perform the necessary and recommended remedies from the inspection, forthwith. The Tenant agreed to this as being a reasonable outcome. The Landlord also agreed to pay for the cost of this filing fee.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings.

Section 32 of the *Act* mandates the Tenant's and Landlord's obligations in respect of repairs to the rental unit and provides as follows:

Landlord and tenant obligations to repair and maintain

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

The *Residential Tenancy Act Regulation – Schedule: Repairs* provides further instruction to the Landlord as follows:

8 (1) Landlord's obligations:

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

In this case, I note the parties have agreed on a path forward, in terms of conducting the inspection and performing the following up remediations, if needed. In accordance with what the parties agreed to in the hearing, I hereby ORDER the landlord to have a certified mould inspector come to inspect the rental unit for mould (and collect any samples necessary for analysis) within 1 week of today's decision date. I ORDER the Landlord to provide the Tenant with a copy of the report, and to complete any recommended remediation/clean up, forthwith.

As the Landlord agreed to pay for the filing fee, I hereby award the Tenant with \$100.00 to cover this cost. The Tenant may deduct \$100.00 from one future rent payment.

Conclusion

The Tenant's application for repairs, is granted, as laid out above.

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: April 17, 2023

Residential Tenancy Branch