



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, RP, O

Introduction

This hearing dealt with an application by the tenant for a monetary order, an order that the landlord comply with the Act and an order that the landlord perform repairs. Both parties participated in the conference call hearing.

At the outset of the hearing the tenant advised that the landlord had complied with the Act with respect to terminating a service and that she was no longer seeking a monetary order. I therefore consider the claims for a monetary order and an order that the landlord comply with the Act to have been withdrawn.

Issue to be Decided

Is the tenant entitled to an order for the landlord to repair the rental unit?

Background and Evidence

The tenant applied for an order that the landlord perform repairs. With her application for dispute resolution, the tenant provided no details of what repairs were required. At the hearing she detailed the repair issues.

The tenant testified that she has mould in her dining room and bedroom on the walls and around the windows. The tenant claimed that there is a leak in the ceiling which causes increased humidity creating a mould-friendly environment. The landlord testified that until the hearing, he was unaware that there was a mould problem. The landlord

stated that he is unaware of any leaks but indicated that he would be willing to investigate to determine whether a leak exists.

The tenant testified that in December 2009 her toilet and tub filled with waste water which leaked partway onto the carpet in the hallway. The landlord cleaned only that area of the carpet which had been affected by the overflow. The tenant testified that the entire carpet needs to be cleaned or, preferably replaced. The landlord denied having received any complaints from the tenant about the carpet.

The tenant testified that she has problems with mice in the rental unit and has purchased sticky paper designed to entrap mice but was unsuccessful in resolving the problem. The landlord testified that he has received complaints from the tenant about rodents but that there have been no other complaints in any other units and that the tenant's lax housekeeping encourages rodents.

Analysis

The tenant bears the burden of proving her claim on the balance of probabilities. The tenant provided no photographs of the repair issues which would enable me to determine whether a problem truly exists and provided no written documentation to show that she has previously requested that the mould or carpet issues be addressed. Further, the tenant provided no indication in her application for dispute resolution what repairs were required, which prevented the landlord from adequately preparing to defend the tenant's claim.

I am not satisfied that the mould can be attributed to the landlord. Mould occurs in every household in the lower mainland and the tenant bears the obligation to thoroughly clean the unit to ensure that mould is kept in check. I am not satisfied that excessive mould growth has been caused through any neglect of the landlord.

In the absence of photographs showing the carpet or professional opinions as to the state of the carpet, I am unable to determine whether the carpet requires replacement.

The tenant provided no supporting evidence to show that she is experiencing a rodent problem and I am not persuaded that a problem exists or that it can be attributed to the landlord.

Conclusion

I find that the tenant has failed to prove on the balance of probabilities that there are outstanding repair issues and accordingly I dismiss her claim.

Dated: August 05, 2010

Dispute Resolution Officer