



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNC

Introduction

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Should the 1 Month Notice ending tenancy for cause issued on July 31, 2010, be canceled?

Are the tenants entitled to filing fee costs?

Background and Evidence/Analysis

The landlord and the tenants agree that a 1 Month Notice to End Tenancy for Cause was served on the tenants, indicating that the tenants had caused extraordinary damage to the rental unit and put the landlord's property at significant risk.

The landlord supplied photographs taken of the washroom and living room windows which show the possible presence of mould. The tenants use the shower and wash dishes daily, causing excess humidity to build up in the unit. The home is a downstairs duplex that has been fully renovated, to a very air tight standard.

The landlord has now hooked up the bathroom shower to the light switch, which ensures the fan runs more frequently; but this is not sufficient to remove all of the humidity that builds up in the unit.

The tenants supplied photographs of the shower area which shows drywall installed just above the shower stall and under the window. The tenant supplied a home inspection

report issued in August, which indicated that the shower installation has some deficiencies that could result in damage.

During the hearing I determined that the tenants cannot be held responsible for humidity build-up that occurs in the unit as the result of what I find to be normal day-to-day living. The landlord may wish to see the tenants use less water or to open the windows more frequently but the problem appears to be one that requires the landlord to take action in relation to the humidity levels that can sometimes exist in the unit due to the lack of ventilation.

Therefore, I found that there was no evidence of any significant risk to the property or any extraordinary damage that has occurred to the property and that the Notice issued on July 31, 2010, was of no force or effect.

A copy of the Guide for Landlord's and Tenant's in British Columbia is enclosed for reference by each party.

Conclusion

As I have determined that the landlord's have submitted insufficient evidence to establish that they have grounds to end this tenancy pursuant to section 47 of the Act, I hereby set aside the One Month Notice to End Tenancy, dated July 31, 2010, and I order that this tenancy continue until it is ended in accordance with the Act.

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: September 24, 2010.

Dispute Resolution Officer