

DECISION

Dispute Codes ERP, RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33.

The landlord did not attend this hearing, although I waited until 11:16 a.m. in order to enable him to connect with this hearing. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant's advocate testified that she sent the landlord a copy of the dispute resolution hearing package by Canada Post's registered mail on August 29, 2011. The tenant's advocate provided the Canada Post tracking number to confirm this mailing and said that the package was delivered and received by the landlord. I am satisfied that the tenant served this package and her evidence to the landlord in accordance with the *Act*.

At the hearing, the tenant's advocate requested permission to add a monetary component to the tenant's application by asking for a rebate in rent paid by the tenant for August and September 2011. As the landlord would not have known that the tenant was seeking to add a monetary component to this application, I did not allow the tenant to add issues to her application where notice had not been served to the landlord. The tenant is at liberty to apply for a monetary award and provide the landlord with the required notification under the *Act*.

Issues(s) to be Decided

Should an order be issued to the landlord to make repairs to the rental unit? Should a monetary Order be issued to the tenant for the cost of emergency repairs?

Background and Evidence

This month-to-month tenancy commenced on July 1, 2011. Monthly rent is set at \$425.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$212.50 security deposit paid on or about June 22, 2011.

The tenant testified that shortly after she moved into the rental unit, another tenant moved into the rental premises above her. This tenancy above her led to leaks in her ceiling which caused the landlord to remove part of the ceiling while he repaired the

water damage. She provided oral and photographic evidence of this damage and said that she has been unable to live in the rental unit since August 8, 2011. She testified that the landlord conducted some repairs but basically covered over black mould that she maintains has been causing her bronchial problems. She said that she attended the hospital after the flooding problem occurred and she was told that her bronchial condition may be related to the black mould in the rental unit.

The tenant and her advocate said that the landlord has said that he sprayed the black mould, checked for leaks and covered over the ceiling damage. The tenant testified that there is continuing leakage from the upstairs rental unit that has not been remedied adequately by the landlord. She testified that she has not undertaken any emergency repairs herself but cannot reside in the rental unit until such time as the landlord conducts proper repairs of the leaking and black mould problem in her rental unit.

Analysis

Other than the tenant's photographic and oral evidence, no other evidence was before me regarding this matter.

Based on the undisputed testimony of the tenant and the photographs submitted into evidence, I find that the landlord has not conducted adequate repairs of the leakage problems in the tenant's rental unit. For that reason, I order the landlord to conduct further repairs to the tenant's rental unit to ensure that any leakage problems are remedied. I order the landlord to resolve problems of black mould that the tenant has raised arising out of leakage problems to her rental unit. I order that these repairs be conducted and completed by the end of September 2011.

If adequate repairs are not completed by the end of September 2011, I order that the tenant's monthly rent is reduced by \$150.00, until such time as the repairs are finished. Once the repairs are completed and the leakage and mould problems have been rectified, the tenant's rent will revert to the original monthly amount as specified in her residential tenancy agreement.

Conclusion

I dismiss the tenant's application for a monetary Order for recovery of emergency repairs as no such repairs have been conducted by the tenant.

I order the landlord to conduct repairs to the leakage and mould problems resulting from the leakage into the tenant's rental unit by September 30, 2011. If these repairs have not been completed by that date, I order the tenant to reduce her monthly rent payments by \$150.00 until such time as the repairs are finished.

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*.