



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, LRE, RR, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$7,000.00, a request for the landlord to make repairs to the unit, a request to suspend or set conditions on the landlords right to enter the rental unit, a request to allow the tenant to reduced the rent or repairs services or facilities agreed upon but not provided, and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- The single pane aluminum sliding glass door in the rental unit is inefficient and needs to be replaced as it allows for an extensive amount of condensation in the cold months.

- The amount of condensation that builds up on the door is excessive and the moisture is causing mould growth in the tracks of the sliding glass door, which has negative health effects.
- She has asked the landlord to replace the door but he has refused to do so and therefore she has had to endure this problem for the full term of her tenancy.
- The landlord argues that the humidity in the rental unit is too high thereby putting the blame on her for this problem; however she has had a professional opinion that if this sliding patio door was replaced with a modern vinyl patio door with a sealed unit the condensation problem would be resolved.

The applicant is therefore requesting the following:

- \$1000.00 per year compensation from October 2005 when the respondent purchased this rental building, for a total of \$7,000.00 for undue hardship and aggravation.
- A rent reduction retroactive to July 2010, and to be effective until the sliding glass door windows are fixed.
- An order for the landlord to replace the sliding glass doors.
- Recovery of her \$100.00 filing fee from the landlord.

The respondent testified that:

- This is an older building that was built in the 1970s, and at that time the aluminum sliding glass doors met the building codes of the time.
- These are single pane glass doors, and therefore are more prone to condensation build-up in colder months, however the doors themselves are not faulty it's just older technology.
- He had a window expert in to check the window as well, and that experts stated that there is nothing wrong with the windows themselves, but the expert also found the humidity level in the suite to be excessive. 39% humidity.
- The tenant is living in an older building with older windows and therefore has to expect that the windows will not be as efficient as windows in a newer building

and therefore should take steps to ensure the humidity in the rental unit does not get too excessive.

- He does not think it's reasonable to have to upgrade the building with new windows when there is actually nothing wrong with the windows in place other than they are single pane.

Analysis

It is my decision that the applicant has not shown that the windows in the sliding glass door in the rental unit are faulty.

The tenant has chosen to rent a suite in an older building, and therefore cannot expect to have the energy-efficient windows you would find in a modern newer building.

There is no requirement under the Residential Tenancy Act for landlord to upgrade older buildings to bring them up to present standards.

Building technology is improving all the time; however were landlords required to upgrade their buildings every time the technology improved, the costs could become astronomical.

Furthermore, the amount of condensation build-up on the windows in a building such as this can vary greatly depending on the humidity in the particular unit, and the outside temperature, and therefore it is not uncommon for the amount of condensation to increase in the colder months.

I therefore am not willing to issue any orders for repairs, rent reductions, or compensation, nor will I order recovery of the filing fee.

Conclusion

This application is dismissed in full without leave to reapply.

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: January 26, 2012.

Residential Tenancy Branch