



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss - Section 67;
2. An Order directing the Landlord to make repairs – Section 32; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Landlord required to make repairs to the unit?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy of an approximate 4,000 square foot house with an indoor pool began on September 1, 2011. Rent in the amount of \$2100.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$1,050.00.

The Tenant states on a few occasions leading up to signing the tenancy agreement and taking possession of the unit, the Landlord assured the Tenant that repairs would be made to the pool room to reduce the humidity. The Tenant states that by approximately October 2011, the humidity was such that mould started to grow on the surface of the pool door that opens into the master bedroom. The Tenant states that the humidity also

caused the pool/master bedroom door to warp such that as of the end of October 2011, the door no longer closes completely and the odour of chlorine is entering the bedroom. The Tenant states that the mould has been wiped off periodically by the Tenant but that it returns quickly thereafter. The Tenant states that in order to reduce the humidity, the window in the pool room is kept open causing warm air to escape and incurring a larger use of propane than would otherwise be expected. The Tenant states that the Landlord has not replied to any of the Tenant's requests to repair the heat return in the pool room but did attend to the pool room once in October to place the old pool cover over the pool. The Tenant states that this pool cover had been outside the unit before this and immediately fell apart once inside the pool room. The Tenant states that two days were spent cleaning up the debris (i.e., flakes) from the pool cover. The Tenant states that a proper dehumidifier or heat return equipment or system is required for the pool room and requests an order directing the Landlord to make such repairs. The Tenant further states that the choice to rent the unit was made solely because of the presence of the pool as the Tenant works as a geologist and has a bad back.

The Landlord, through its agent, states that this is the first winter since the unit was purchased by the Landlord, that the Landlord recognizes there are problems with humidity in the pool room, and that the Landlord wishes to address this problem immediately. The Landlord states that through discussions with contractors, it has been determined that the remedy would be to drain and clean the pool and the room as costs associated with the installation of a dehumidifier are prohibitive. The Landlord further states that repairs to replace the door could be made within a couple of weeks. The Landlord states that he is willing to reduce the Tenant's rent by the amount of \$50.00 per month in compensation for the loss of the pool. The Landlord argues that the Tenant's propane costs are related to the water temperature of the pool as determined by the Tenant. It is noted that at the onset of the hearing, the Landlord stated that due to picking up his registered mail late, there was no time to prepare and submit supporting evidence for the Hearing.

Analysis

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state that makes it suitable for occupation. Given the Parties agreement that the humidity in the pool room is causing a problem with the unit, and accepting that the Landlord knew of this problem since the beginning of the tenancy and has failed to make repairs to remedy the problem, I find that the Tenant has substantiated an entitlement to an order that the Landlord make repairs to the pool room and door. I accept the Landlord's evidence that repairs can readily occur and **order the Landlord to make such repairs as soon as is reasonably possible and no later than February 15, 2012.**

Section 7 of the Act provides that if a landlord does not comply with the Act or the tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Accepting that the Tenant has had to deal with mould and chlorine smells and that the Landlord knew of this problem since the beginning of the tenancy but did nothing to investigate or repair the problem, I find that the Tenant is entitled to reasonable compensation in the amount of \$50.00 per month for the past five months, including January 2012 for a total amount of **\$250.00**. As the Tenant has not provided evidence that the use of propane is greater than normal or average use or that its level of consumption is related to heat loss, I find that the Tenant has not substantiated this loss and I dismiss this part of the Tenant's claim for compensation. The Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$300.00**. I order the Tenant to reduce the next rent payable by this amount. It should be noted that this amount **does not include compensation for loss of use of the pool** as the Tenant did not provide any evidence that use of the pool has been restricted or unavailable at any time during the tenancy to date. Should the Landlord elect to make repairs by draining the pool and rendering it unusable, the Tenant is at liberty to make an application for dispute resolution claiming compensation in relation to this loss.

Conclusion

I Order the Tenant to reduce the next rent payable by the amount of \$300.00.

I Order the Landlord to make repairs to the pool room and door by no later than February 15, 2012.

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 19, 2012.

Residential Tenancy Branch