



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, OLC, ERP, RR, FF

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement, an order instructing the landlord to make emergency repairs for health or safety reasons / permission to reduce the rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee.

Both parties attended the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began in 2008. Currently, the monthly rent is \$1,146.00, and it is due and payable in advance on the first day of each month. A security deposit of \$450.00 was collected.

In summary, in her application the tenant sets out a number of concerns related to her tenancy as follows:

- mould in the unit bathroom
- condition of the unit smoke detector
- consistency in the provision of heat to the unit
- condition of paint in unit hallway
- odour in common storage area

During the hearing the parties exchanged views in regard to the circumstances surrounding these matters, and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

For information and reference, below, the attention of the parties is drawn to certain particular sections of the Act.

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, as follows:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Section 33 of the Act speaks to **Emergency repairs**.

Section 7 of the Act addresses **Liability for not complying with this Act or a tenancy agreement**, as follows:

7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that as there is no apparent leak responsible for bringing moisture into the bathroom, and that as re-painting of the bathroom is now underway, the tenant's concern with mould in the bathroom is now remedied;

[some discussion about the importance of maintaining a warm, dry environment in the bathroom, facilitated by regular use of the fan and heat lamp; an undertaking by the landlord to repair / replace the overflow cover in the bathroom tub]

- that as the smoke detector in the unit has now been replaced, the tenant's concern with the smoke detector is now remedied;
- that as the problem with hot water pipes in the building has now been repaired, the tenant's concern about insufficient heat in the unit is now remedied;

[some discussion about the value of notices posted in public places which keep residents informed of repairs and related time lines.]

- that as re-painting of the hallway in the tenant's unit will be commenced this week, the tenant's concern about this matter is now remedied;  
[agreement reached that landlord will provide the neutral coloured paint]

- that as a 24/7 fan has now been installed in the common storage area, the tenant's concern about odour in this area is now remedied;
- that, going forward, the most effective and efficient means for the tenant to address any future concerns to the landlord will be either via e-mail, or in correspondence delivered to the Office through the mail slot in the building laundry room;
- that the tenant can recover the \$50.00 filing fee by way of withholding this amount from the next regular payment of monthly rent;
- that the above particulars comprise full and final settlement of all issues in dispute which are presently before me;

### Conclusion

Following from all of the above, the parties have settled their dispute.

The tenant is authorized to withhold \$50.00 from the next regular payment of monthly rent in order to recover the filing fee for her application for dispute resolution.

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: December 03, 2012.

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Residential Tenancy Branch