



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Keller Williams Valley Realty Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, FF

Introduction

Some documentary evidence, photo evidence, and written arguments have 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 an application for an order to have the landlord do repairs and maintenance at the rental unit.

Background and Evidence

The dispute resolution hearing was held on November 5, 2012 and at that hearing agreement was reached in which the landlord agreed to do the following repairs by January 31, 2013:

1. Repair the basement laundry room and bathroom including remediation of wall, paint and mould.
2. Repair both upstairs bathrooms including one shower, and remediation of mould and paint in both.
3. Remediation of mould in upstairs bedrooms.
4. Repair exterior deck roof, and
5. Repair kitchen cabinets from water damage.

The applicant testified that:

- The landlord's have failed to properly complete the above repairs.
- The deck roof was not properly repaired, it was simply patched over and they still have water coming through onto the deck below whenever it rains.
- The landlord simply painted over the mould in the bathrooms without properly remediating the mould problem and the mould is now coming through again.
- The landlord did not remove the mould in the cupboard in the kitchen, the landlord simply put a board over top of the mouldy board and they believe this mould will come through again.
- The landlord did not properly repair the bathroom faucet, and the diverter knob comes off, and therefore they cannot use the shower, only the tub.
- The landlord has not done any mould remediation at all in the bedrooms.
- The landlord has also failing to do regular maintenance and therefore they are also requesting that the landlord clean the exterior windows, and do regular furnace maintenance including replacing the furnace filters.

Landlord testified that:

- They hired a contractor to do the agreed-upon repairs in the rental unit and the majority of those repairs have been done.
- There have been some access issues, as the tenants do not always respond to contact requests, and therefore they agree that the bedroom mould issues have not yet been dealt with. They're still willing to do the mould remediation in the bedrooms.
- The deck roof has been fixed, and they were not informed by the tenant that the roof was still leaking.
- They did do mould remediation in the bathrooms, as the contractor used a special mould resistant paint that's designed to seal the mould in and stop any further mould growth, and the property manager has viewed that repair and sees no indication of the mould coming through.
- The contractor also properly fixed the mouldy cabinet. The mouldy portion of the cabinet has been completely sealed over with a new floorboard.
- They were unaware of the issue of the bathroom faucet diverter, and are certainly willing to deal with this issue.
- They believe the tenants should be responsible for cleaning the windows and changing furnace filters, as the tenants have been given a \$50.00 per month reduction of the rent on the agreement that they would do regular maintenance at the rental property. Rent was to originally be \$1200.00 per month as can be shown by the security deposit of \$600.00; however we reduced it to \$1150.00.

- They are certainly willing to deal with any outstanding issues as long as the tenants inform them of the problems, and also respond to their requests for access to deal with the problems.

Analysis

It's my finding that the landlords have been dealing with the requested repairs in a reasonable manner, and although there is still some work to be done I accept the landlord's claim that it will be completed.

The tenants claim that the repairs are not being done properly, however they have provided no evidence in support of this claim, and therefore it is basically their word against that of the landlords, and that's not sufficient proof for me to issue any repair orders.

Further, it is my finding that the tenants were given a \$50.00 reduction of rent at the beginning of the tenancy, and I find that it was most likely given on the agreement that they do routine maintenance. I therefore will not be issuing any order for window cleaning or furnace filter replacement.

The landlords are required to have regular furnace maintenance done, however again the tenants have provided no evidence to show that this has not been done. I therefore am not willing to issue any orders with regards to furnace maintenance.

Conclusion

The application is dismissed in full.

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: February 27, 2013

Residential Tenancy Branch

