



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PENNYFARTHING MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: 0

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order to reinstate the amount of rent payable on the first of each month, to the original amount of \$1,072.00, as per the tenancy agreement.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Prior to this hearing, the parties were involved in a dispute that was resolved and documented in a decision dated January 28, 2013. One of the issues addressed during that hearing was the presence of mould in the rental unit. The arbitrator granted the tenant a temporary rent reduction of \$150.00 per month. This reduction would be in place until the landlord served the tenant with a report from a licensed mould inspector who inspected the rental unit and a report from the licensed company that conducted the remediation work. The rent reduction would end after the landlord applied for dispute resolution and provided the above mentioned reports.

Issues to be decided

Did the landlord hire a licensed mould inspector to conduct an inspection of the rental unit? Was this report provided to the tenant? Did the landlord carry out the remediation work as recommended in the report completed by a licensed company? Did the landlord provide a copy of the letter of completion to the tenant?

Background and Evidence

The landlord testified that immediately after receipt of the arbitrator's decision dated January 28, 2013, he hired a licensed mould inspector to conduct the inspection. After giving the tenant the appropriate notice, the inspection was conducted on February 04, 2013. The inspection report was provided to the tenant.

The landlord hired a licensed company to conduct the work recommended by the mould inspector. After appropriate notice to the tenant, the work started on February 14 and was completed on February 15, 2013. The tenant was away during this time.

The landlord filed copies of the report and the letter of completion.

The tenant testified that he was not satisfied that he had received the complete report and that the work that was recommended in the report was not done. Upon counting the number of pages of the report, I determined that the tenant had received the same report as was filed into evidence. The tenant stated that the slide numbers were not in sequential order. I explained to the tenant that a slide is piece of glass upon which a sample is placed for viewing under the microscope. Several slides are prepared but only the ones that are adequately stained and present well are documented.

The tenant testified that the remediation work was not adequate and referred to a photograph filed by the landlord, which shows work in progress. The tenant pointed out that one portion of the wall was not properly done as it looked different from the rest of the wall. I explained to the tenant that he was at liberty to file his own application if he is dissatisfied with the condition of the rental unit.

Analysis

Based on the sworn testimony of the both parties and the documents filed into evidence, I find as follows.

The landlord was ordered to conduct a mould inspection by a licensed inspector, provide the report to the tenant, carry out remedial work and upon completion of the work, make application to have rent restored to the original amount.

Upon review of the documents filed into evidence by the landlord, I find that the landlord acted immediately and followed the orders of the arbitrator in the decision dated January 28, 2013. Both documents as outlined in the decision were provided to the tenant. The work was completed by February 15, 2013 and therefore I find that the rent reduction does not apply to the month of March 2013. I further find that the rent must be reinstated to the original rental amount of \$1,072.00 effective immediately.

The tenant owes the landlord \$150.00 for March and must pay this amount within 10 days of receipt of this decision. If the tenant fails to do so by April 01, 2013, then the landlord is at liberty to serve the tenant with a notice to end tenancy. Effective April 01, 2013 and onwards, the tenant will pay rent in the amount of \$1,072.00 on or before the first of each month, as per the terms of the tenancy agreement.

Conclusion

The tenant must pay the landlord \$150.00 for March on or before April 01, 2013.
Effective immediately the rent is reinstated to the original amount of \$1,072.00.

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: March 12, 2013

Residential Tenancy Branch

