



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Carerest Capital Inc. 0906218 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC OLC ERP RP PSF RR FF

Introduction

This hearing dealt with an application by the tenant for monetary compensation, as well as for orders that the landlord comply with the Act, carry out repairs, emergency repairs, and provide services or facilities required by law. The tenant and two agents for the landlord participated in the teleconference hearing.

The landlord acknowledged that they received all of the tenant's evidence except for a CD. I therefore did not admit or consider the tenant's CD evidence.

I determined that the issue of emergency repairs took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

Issue(s) to be Decided

Should the landlord be ordered to carry out emergency repairs?

Background and Evidence

The tenancy began on October 15, 2009. The rental unit is a single-family dwelling. The tenant stated that the rental unit has had numerous problems from the outset. The tenant has carried out many repairs, but further repairs, including emergency repairs, are required. The tenant stated that there is water leaking into the basement and running in a stream through the basement. Because of the constant leaking, there is a severe mould problem throughout the house. The tenant has had to remove all furniture to avoid it being destroyed by the mould. The tenant stated that he has had to remove all of the carpeting upstairs, and he is certain there is extensive mould under the lino and in the walls in the basement. Whenever the tenant returns to the house, he gets congested because of the mould. He believes there is likely mould in the insulation in

the attic, as there is no ventilation in the roof. The tenant stated that he has attempted repeatedly to remove the mould, but it keeps coming back, and he feels overwhelmed with the mould issue. The tenant also stated that there was a previous problem with sewage backing up into the bathtub in the basement, and that problem has just recurred.

The landlord's response to the tenant's evidence was that these issues do not constitute emergency repairs. The landlord did not receive any written requests for repairs, only verbal requests. The landlord believed that the mould has been caused by a lack of heat and ventilation in the winter. The landlord stated that they had a plumber and septic service attend the rental unit in January and February 2012, and to their understanding the septic has been serviceable ever since. The landlord thought that the excavating work would resolve the problem with the water in the basement, but if there is still leaking water, more work would need to be done.

Analysis

I find that it is necessary to order the landlord to carry out emergency repairs. I accept the tenant's evidence that there is water leaking in the basement, significant mould is accumulating, and the septic is backing up into the basement bathtub. The landlord did not provide any evidence to demonstrate that these issues were caused by any actions or neglect of the tenant. These issues require immediate attention, as they could have a significant impact on the tenant's health. Under the Act, the landlord has the responsibility to provide and maintain the rental unit in a state of repair that complies with the health, safety and housing standards required by law, and makes it suitable for occupation by a tenant.

As the tenant's application for emergency repairs was successful, he is entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

I order the landlord to carry out necessary repairs to the septic system by July 31, 2013. I order the landlord to carry out necessary repairs to the water leaking into the basement by August 31, 2013. I order the landlord to satisfactorily address the mould issue in the rental unit by September 30, 2013. If the landlord fails to take steps to complete these emergency repairs by the dates indicated, the tenant may apply for monetary compensation.

As the tenant is entitled to recovery of his filing fee, he may deduct \$50 from his next month's rent.

The remainder of the tenant's application is dismissed with 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: July 11, 2013

Residential Tenancy Branch

