



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes          RP

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order requiring the landlord to make repairs to the rental unit.

The tenant and landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the landlord confirmed receiving the tenant's evidence and did not raise any issue regarding the service of the tenant's application. The landlord did not file documentary evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, respond to the other's evidence, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make repairs to the rental unit?

### Background and Evidence

I heard undisputed testimony that this tenancy began on September 1, 2013, monthly rent is \$1325, plus half of the hydro and water costs, and the tenant paid a security deposit and a pet damage deposit equal to half a month's rent, for each.

The parties confirmed there is no written tenancy agreement.

The rental unit is part of a multi-unit, rental property, which the landlord rents to other tenants.

The tenant's relevant evidence included a listing of repair requests, written notices to the landlord, photographs, and handwritten submissions.

The tenant submitted that the rental unit was filthy when he moved in, and not in the condition as promised by the landlord. The tenants next door said that their rental unit was "flawless." The tenant submitted further as follows:

*Mould-*

Included in the repair requests by the tenant, was the issue of mould, in the main bathroom, especially prevalent between the heater and the bathtub and which the landlord has refused to address.

*Paint-*

The tenant submitted that the entire suite needed to be repainted, as the walls were beyond cleaning.

*Kitchen counter-*

The submitted that the shelf under the sink is crumbling and rotting, and the tenant could not use that area.

*Electrical outlet covers-*

The tenant submitted that there were missing covers on 4 electrical outlets, creating a safety hazard.

*Bathroom sink enamel-*

The tenant submitted that there was missing enamel around the bathroom sink, which required a repair.

*Baseboard heaters-*

The tenant requested that the loose baseboard heaters be reattached to the walls, as they were falling off, others were rusted, and that the only suitable baseboard heater was is in the kitchen.

*Range hood-*

The tenant submitted that the range hood was blocked with old grease from years of use, without it being cleaned. The tenant submitted further that the range hood could not be cleaned and that the hood poses a fire hazard.

*Repair balcony partition-*

The tenant submitted that the partition between the balconies is falling down, being held by a single nail, causing a safety hazard.

*Request the downstairs tenants to remove excess clothing and painting supplies-*

The tenant submitted they share a laundry with the downstairs tenants, and that they have excess belongings, including anti-freeze, in that area, which need to be removed as they posed a fire hazard.

*Provide access to the electrical panel-*

The tenant requested access to the electrical panel, which was located in the other tenants' rental unit, as they have previously flipped the switches off in the tenant's rental unit.

*Provide fire extinguishers-*

The tenant requested the landlord provide fire extinguishers for the rental unit.

*Professionally service the hot water tank-*

The tenant said he has tried to clean the hot water tank, but within a week the rust returned.

*Address the issues with the fireplace-*

The tenant submitted that the wood burning chimney needed cleaning, as the chimney emits smoke into the rental unit. The tenant submitted further that the flue required a repair, as it was twisted, could not be closed, and rain comes into the fireplace when raining.

*Provide window coverings and closet doors where missing-*

The tenant submitted that there were no blinds or curtains except in the master bedroom and one other bedroom; as such, the tenant requested that the landlord provide these window coverings for the rest of the house.

*Gutter repair-*

The tenant submitted that the gutters were broken, causing a “waterfall” by the front bedroom.

***Landlord’s response-***

The landlord agreed that some of the requests needed to be addressed, which were providing for the electrical socket covers where missing, to repair under the kitchen sink, to repair or attach the baseboard heaters where necessary, and to clean or replace the hood fan.

As to the other items, the landlord submitted that they offered to paint the rental unit and the tenant declined the offer. The landlord submitted that the shelves in the laundry room were for storage by all the tenants. The landlord submitted further that the rental unit was clean at the start of the tenancy and that any other damage was done by the tenant. The landlord submitted further that the other tenants have been cautioned about turning off the tenant’s electricity, and that the problem as ceased.

**Analysis**

Based upon the relevant oral and relevant evidence and a balance of probabilities, I make the following findings:

Section 32 of the *Act*, under which the tenant has applied, requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

As the landlord agreed that the electrical socket covers where missing should be replaced, that the section under the kitchen sink should be repaired, that the baseboard heaters should be repaired or re-attached, and that the oven hood fan should be cleaned or replaced, I order that the landlord make such repairs.

As to the remaining requests, I find as follows:

***Mould-***

As to the issue of mould, I find, as the burden of proof rests with the applicant, the tenant has failed to establish that there was mould present in the rental unit which would be the responsibility of the landlord, such as might be with structural mould, such as might be shown with a professional’s report. The tenant has failed to demonstrate that they were unable to clean the mould and as such, I find the tenant failed to prove that the mould, if present, was the responsibility of the landlord. I therefore dismiss the tenant’s request to have the landlord address the mould issue.

*Paint-*

As to this request of the tenant, I find that this issue is not a true repair issue, but an esthetic one. I cannot find that the state of the paint in the rental unit did not comply with health and safety standards, and I dismiss his claim to order the landlord to repaint the rental unit.

*Bathroom sink enamel-*

I find the chipped bathroom enamel is not a health or safety issue, is esthetic in nature, and I therefore deny the tenant's request that it be replaced.

*Repair balcony partition-*

I find the tenant submitted insufficient evidence to support that this request was a health or safety issue and I deny his request for a repair by the landlord.

*Request the downstairs tenants to remove excess clothing and painting supplies-*

I find the tenant submitted insufficient evidence to support that this request was a health or safety issue and I deny his request for a repair by the landlord.

*Provide access to the electrical panel-*

I find the tenant presented no evidence to support this request, as I find this request is not for a repair to the rental unit. I therefore dismiss his request that the landlord provide access to the electrical panel in the other rental unit.

*Provide fire extinguishers-*

I find the tenant presented no evidence to support this request, as I find this request is not a repair to the rental unit. Further I do not find that the landlord is required under the Act to provide for a fire extinguisher. I therefore dismiss his request that the landlord provide fire extinguishers.

*Professionally service the hot water tank-*

While I find the look of the hot water heater is not esthetically pleasing, as depicted in the tenant's photograph, I find the tenant submitted insufficient evidence to support that this request was a health or safety issue and I deny his request for a repair or service by the landlord.

*Address the issues with the fireplace-*

I find that the issue with the fireplace presents itself as a health and safety issue, due to the wood burning nature of the attachment. Further, pursuant to Residential Tenancy Branch Policy Guideline #1, a landlord is required to clean and maintain a fireplace at reasonable intervals and I accept the evidence of the tenant that this has not been the case. I therefore order that the landlord have the fireplace inspected by a professional, and to comply and follow the professional's recommendations.

*Provide window coverings and closet doors where missing-*

The landlord is not required under the Act to provide window coverings, and I therefore dismiss this request.

*Gutter repair-*

I find the tenant submitted insufficient evidence that the state of the gutters was a health or safety issue, such that it should be repaired. I therefore dismiss his request for an order that the landlord repair the gutter.

Conclusion

As I have found that the tenant has proven a portion of his request for repairs, I order the landlord to replace all electrical socket covers where missing, that the section under the kitchen sink be repaired, that the baseboard heaters be repaired or re-attached, that the oven hood fan be cleaned or replaced, and that the landlord have the fireplace inspected by a professional, and to comply and follow the professional's recommendations, all to be completed by October 31, 2014.

If these repairs are not completed by October 31, 2014, the tenant is at liberty to make an application for monetary compensation for a devaluation of the tenancy.

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: October 10, 2014

