



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TML MANAGEMENT GROUP LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *RP, RR, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to conduct repairs. The tenant also applied for a rent reduction and for the recovery of the filing fee.

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.

### **Issues to be decided**

Did the landlord respond to the tenant's complaints in a timely manner? Was the landlord negligent with regard to repairs and maintenance of the rental unit? Is the tenant entitled to a rent reduction and to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on November 15, 2012. The monthly rent is \$1,050.00 payable on the first of each month. The rental unit is a two bedroom apartment and is located in an apartment building complex which is approximately 30 years old.

Both parties agreed that in February 2013 there was a leak in a pipe that was located inside the bathroom wall. The tenant stated that as a result of the leak, the humidity levels were excessive in the unit and lead to the growth of mould. The tenant stated that she cleaned on a regular basis but the mould continued to return.

The landlord stated that the tenant does not use the ventilation fan enough which results in the build up of moisture inside the rental unit. The landlord described a visit to the rental unit on May 16, 2014.

She stated that she found the unit to be stuffy, turned on the ventilation fan and about 90 minutes later there was a significant difference to the air quality inside the unit. The landlord requested the tenant to keep the fan on for at least 8 hours a day as recommended in the homeowner's guide. The tenant found this unreasonable and stated that she keeps the fan on while she uses the shower.

The landlord testified that she has owned the unit since 1990 and has never had a problem with moisture build up or mould inside the unit.

The tenant wanted the landlord to paint the washroom and the bedrooms. The landlord agreed to paint the washroom but stated that the unit was painted less than five years ago and refused to paint the bedrooms. During the hearing the tenant requested the landlord to paint the window frames and sills in the bedrooms because they had mould stains, and the landlord refused.

During the hearing, the landlord agreed to paint the washroom and the tenant agreed to use the fan for as long as required to keep the moisture build up inside the unit at reasonable levels.

The tenant has also applied for a rent reduction of \$100.00 per month starting February 2013.

### **Analysis**

Based on the testimony of both parties, I find that the moisture levels and the resulting mould build up was a consequence of both, the leaking pipe inside the wall and the tenant's failure to use the ventilation fan for adequate periods of time per day.

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit.

Since this building is approximately 30 years old, the unit may be in need of extra measures to maintain the humidity at acceptable levels. The landlord agreed to paint the washroom if the tenant agreed to keep the ventilation fan on for at least eight hours a day.

Based on the above, I order the landlord to paint the washroom and the bedroom window frames and sills on or before December 15, 2014. I also order the tenant to ventilate the unit appropriately.

I find that the tenant has not proven negligence on the part of the landlord and has not proven that the build up of moisture and presence of mould in the unit is solely the result of the leak in the water pipe. Therefore the tenant's claim for a rent reduction is dismissed.

In the event that the landlord does not complete the painting job by December 15, 2014, the tenant is at liberty to reapply for a rent reduction.

The tenant may make a onetime deduction of \$50.00 from rent due on December 01, 2014, to recover the cost of filing this application.

### **Conclusion**

I order the landlord to paint the washroom and bedroom window frames and sills by December 15, 2014. The tenant may make a onetime deduction of \$50.00 off rent for December 2014.

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: November 06, 2014

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Residential Tenancy Branch

