



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pounel Holding Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, RP, RR, FF

Introduction

This hearing concerns the tenants' application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / permission for the tenants to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties attended and / or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit is a 2 story house with 4½ bathrooms. Pursuant to a written tenancy agreement, a copy of which is not in evidence, the term of tenancy is from July 01, 2014 to June 30, 2015. Monthly rent of \$4,800.00 is due and payable in advance on the first day of each month, and a security deposit of \$2,400.00 was collected. It is unknown whether a move-in condition inspection report was completed.

By letters to the landlord dated, respectively, January 29 and January 30, 2015, the tenants identified a concern with "serious fungi growth along the bottom of the doorframe in the main bathroom on the entrance level of the property," in addition to a concern that "sealant on the bottom of the shower cabin has become detached and in some locations is starting to mold" in the "bathroom in the far right room on the upper floor." In response, the landlord arranged for a plumber to inspect the bathroom on the main floor. According to the landlord, the plumber found no evidence of a leak in the bathroom on the main floor, and the plumber redid some silicon caulking in the top floor bathroom. Further, according to the tenants, on "several occasions" the landlord

applied a topical treatment to the area where fungal growth was identified in the bathroom on the main floor. Despite this, the tenants are concerned that the cause of the moisture problem in the bathroom on the main floor has not been identified and claim that fungal growth has periodically recurred. The tenants seek compensation arising from what they claim is a health issue, inconvenience and restricted use of the bathroom facilities as a result of the aforementioned concerns.

Analysis

Based on the affirmed testimony and the documentary evidence, which is limited to correspondence exchanged between the parties, a plumber's invoice and several photographs submitted by the tenants, and in consideration of the relevant statutory provisions, my findings are set out below.

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain:**

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Section 28 of the Act addresses **Protection of tenant's right to quiet enjoyment**, in part:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(b) freedom from unreasonable disturbance;

I find that the landlord responded in a timely manner to the tenants' concerns. I find there is insufficient evidence that the condition of the unit fails to comply with the "health, safety and housing standards required by law." I find that the problems identified by the tenants, and efforts undertaken by the landlord to remedy the tenants' concerns, are insufficient for me to conclude that the tenants' right to quiet enjoyment was breached. Further, I find there is insufficient evidence that the tenants' concerns are such that their use of bathroom facilities was restricted in any significant manner. As a result of all the foregoing, I find that the tenants' application must be dismissed.

Conclusion

The tenants' application is hereby dismissed.

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: May 26, 2015

Residential Tenancy Branch

