



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Tenant's Application: OLC; RP; O

Landlord's Application: OPB; FF; O

### **Introduction**

This Hearing was scheduled to consider cross applications. The Tenant seeks an Order that the Landlord comply with the Act and make regular repairs to the rental unit; and "other" orders.

The Landlord seeks an Order of Possession; to recover the cost of the filing fee from the Tenant; and "other" orders.

The parties gave affirmed testimony at the Hearing.

### **Preliminary Matter**

Both parties indicated on their Applications that they are seeking "other" relief; however, they did not provide sufficient details in their Applications with respect to what other relief they were seeking. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided. Therefore this portion of their Applications is dismissed.

### **Issues to be Decided**

- Is the Tenant entitled to a repair Order?
- Is the Landlord entitled to an Order of Possession?

### **Background and Evidence**

The Tenant testified that the rental unit has mould which is causing her baby to be sick. She stated that the weather stripping around the door also needs replacement and that the rental unit is drafty.

The Landlord testified that the Tenant gave her notice to end the tenancy by text message on April 6, 2015, effective May 1, 2015. The Landlord stated that the Tenant tried to revoke her notice to end the tenancy on April 8, 2015. The Landlord has not agreed to cancel the Tenant's notice to end tenancy and seeks an Order of Possession.

## **Analysis**

### **Regarding the Tenant's Application:**

I find that the Tenant did not provide sufficient evidence to support her claim that there is mould in the rental unit. No photographs were provided, or other corroborative evidence to support her claim. In addition, the Tenant provided no evidence that she had provided a written request for the Landlord to make repairs to the rental unit. Therefore, I dismiss the Tenant's Application for an Order that the Landlord make repairs to the rental unit.

However, the Landlord has a responsibility under Section 32 of the Act to provide the Tenant with a rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law and, taking into consideration the age, character and location of the rental unit, makes it suitable for occupation by the Tenant. I find that the Landlord has now been put on notice that the Tenant seeks repairs to the rental unit. I would encourage the Landlord to give the Tenant 24 hour written notice, pursuant to the provisions of Section 29 of the Act, for the purpose of inspecting the rental unit for mould and repairs to the weather stripping.

### **Regarding the Landlord's Application:**

Section 52 of the Act provides:

#### **Form and content of notice to end tenancy**

**52 In order to be effective, a notice to end a tenancy must be in writing and must**

- (a) **be signed and dated** by the landlord or tenant giving the notice,
- (b) **give the address of the rental unit,**
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and

(e) when given by a landlord, be in the approved form.

[my emphasis added]

I find that a notice to end the tenancy by text does not comply with the requirements of Section 52 of the Act and therefore is not an effective notice.

The Landlord's Application is dismissed.

### **Conclusion**

Both Applications are 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 29, 2015

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Residential Tenancy Branch

