



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O, RR, RP, FF

Introduction

This was a hearing with respect to the tenant's application for a monetary award, for an order directing the landlord to perform repairs and for a rent reduction. The hearing was conducted by conference call. The applicant's wife, also a tenant of the rental unit called in and participated in the hearing. She will be referred to as the tenant throughout these reasons. The landlord did not attend the hearing. The tenant submitted proof that the application and Notice of Hearing was sent to the landlord by registered mail on May 5, 2105. Canada Post records showed that on May 7, 2015 the landlord refused to accept the registered mail. Refusal to accept registered mail is not a legitimate ground for failing to attend a hearing. The landlord is deemed to have been served with the application and Notice of Hearing on the fifth day after it was mailed.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Should the landlord be ordered to make repairs to the rental unit?
Should the tenant be granted a rent reduction?

Background and Evidence

The rental unit is a house in Surrey. The tenant said that there is a written tenancy agreement, but she did not provide a copy. Her husband, who is the named applicant, is named as the tenant in the written agreement. The tenancy started in July, 2014. The monthly rent is \$1,325.00 and the tenant paid a \$600.00 security deposit at the start of the tenancy.

The tenant testified that the rental unit was in poor shape before the tenancy began. She said that there are significant cracks in the tiles surrounding the bathtub, including a crack in the tub. The tenant referred to photographs that she said were taken by the

former tenant in May, 2014. The tenant testified that water has leaked from the bathroom into the wall that separates the bathroom from the closet and the bedroom. The tenant said that there is a serious mould problem in the house, including the carpets that have been constantly wet from water leaking from the bathroom. The tenant said that her clothes have been ruined and the smell of mould permeates the house. The tenant testified that the landlord avoided the tenants and refused to do anything about the problem before she left the country for six months. The tenant commenced this application in April, after the landlord returned from her trip and after she was unable to get the landlord to take any steps to fix the problems.

The tenant requested an order requiring the landlord to repair the cracks and leaks in the bathroom, to fix the wall between the bathroom and the bedroom, including restoration and mould removal and replacement of carpets that are water soaked and mouldy.

The tenant requested a monetary award for loss, but apart from claiming the sum of \$5,000.00 in her application, she has not provided any particulars of her claim, except to say that her clothes have been damaged as a result of mould.

Analysis

I accept the tenant's testimony that there are serious leaks in the bathroom around the bathtub enclosure that were present at the start of the tenancy. The tenant has requested repairs verbally and in writing; those requests have been ignored. The tenant received advice from a contractor as to the work required to repair the damage. Based on the information provided I order that the landlord forthwith retain the services of a competent building contractor and have the following work promptly carried out:

- Demolish and retile the bathtub and shower surround
- Remove and repair rotten wall structures and drywall
- Treat and remove all mould affected areas
- Remove and replace all mould damaged carpet.

I grant the tenant a monthly rent reduction of \$600.00 per month to continue each and every month until the above work has been successfully completed. Until such time as the work has been fully completed the rent payable each month, commencing with the next payment, will be the sum of \$725.00. If there is a dispute with respect to the completion of the work and the cessation of the rent reduction, the landlord will have leave to apply to request an order to specify the end of the rent reduction.

The tenant has not provided documentary evidence to establish entitlement to a monetary award. I make no finding with respect to the merits of any such claim by the tenant. This application was brought for the principal purpose of obtaining a repair order. The tenant's claim for a monetary award is dismissed with leave to reapply.

The tenant is entitled to recover the \$50.00 filing fee for this application, he may deduct the said sum from the next installment of rent due to the landlord and this will be in addition to the ordered rent reduction.

Conclusion

The landlord has been ordered to immediately carry out repairs. The tenant has been granted a reduction of \$600.00 in the monthly rent payable until such time as the repairs have been completed.

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: June 10, 2015

Residential Tenancy Branch

