



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Barclay Tower Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, RP

### Introduction

This is an application brought by the tenant(s) requesting the repair order be issued for the rental property.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally, and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not to issue a repair order.

### Background and Evidence

This application was filed because the applicants were having a problem of a leak in the ceiling above their bathroom which was not being properly repaired, and as a result was recurring. They were also concerned about the possibility of mould from the leak causing health issues.

The second issue that the applicant is requesting be dealt with, is a problem with the hallway carpet in the common area outside the rental unit. The applicant stated that one of the tenants on their floor collects bottles and as a result, they believe, dripping from

those bottles is causing a smell in the carpet. The tenant further stated that the landlord has cleaned the carpet but the smell comes back quickly.

The tenant is also requesting that the landlord give the required 24 hour written notice before entering their rental unit.

At the hearing both the landlord and the tenant agreed that the leak now appears to have been repaired, and that no further leaking has occurred since the most recent repair. The applicant/tenant however is alleging that there is still a mildew smell emanating from the bathroom fan, and therefore he is worried that there may still be a health issue.

The landlord testified that after numerous attempts, they were able to find all the leaks in the pipes above the bathroom, and that the bathroom has now been properly repaired and re-drywalled, and he does not believe that there is any health issues. He further stated that they have been unable to smell any mildew in the bathroom, and since the bathroom fan vents directly to the balcony he fails to see how any smell coming from the bathroom fan could be a result of issues in the ceiling.

The landlord agrees that there has been a problem with the carpet in the hallway outside of the applicant's rental unit; however the carpet is only a couple of years old and they have it professionally cleaned on a regular basis. He agrees that the problem is likely being caused by another tenant whom he attempted to evict; however he lost that eviction and therefore is not been able to rectify the issue, although they are continuing to professionally clean the carpet on a regular basis.

The landlord also agreed that they would give the required 24 hour written notice before entering the rental unit and stated that the was unaware of anybody entering without giving the required notice.

### Analysis

It is my finding that a repair to the plumbing is no longer required as both landlord and the tenants agree that, since the most recent repair, there does not appear to be any further leaking.

With regards to the alleged mildew smell, it's my finding that the applicant has not met the burden of proving that there is a mildew/mold issue in the rental unit at this time. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. In this case the

applicants have not provided any corroborating evidence to show that there is still a mildew/mold presence in the rental unit since the most recent repair, and therefore it is just the tenant's word against that of the landlords.

With regards to the carpet in the common area outside the tenant's rental unit, I find that the landlord is acting reasonably in having the carpet cleaned on a regular basis and therefore I will not issue any orders with regards to the carpet. I fail to see what else the landlord could do, short of evicting the other tenant that is allegedly causing the problem; however the landlord can only do this if he has reasonable grounds to do so.

The request for 24 hour written notice before entry to the rental unit was not part of the original application, however the landlord has agreed to this request and therefore it would appear this matter has been resolved.

### Conclusion

I have not issued any orders against the respondent's in this case.

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: July 27, 2015

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Residential Tenancy Branch

