



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding First United Church Social Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP RP PSF

Introduction

This hearing dealt with the tenant's application for orders for repairs and emergency repairs, and an order requiring the landlord to provide services or facilities required by law. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Should I order the landlord to carry out repairs or emergency repairs?

Should I order the landlord to provide services or facilities required by law?

Background and Evidence

The tenancy began on April 1, 2014.

The tenant gave testimony regarding several issues that he believes the landlord must address but has failed to do so. The tenant was particularly concerned about mould, and stated that he believed it was the landlord's responsibility to clean up the mould. The tenant stated that the bathroom fan needs cleaning, as it is clogged up and when he tried cleaning it, it kept blowing dust back out. The tenant stated that the frame for the sliding door has a big crack and it doesn't close properly, so the frame will have to be taken out. The tenant stated that there are mouse droppings and cockroaches above the kitchen cabinets. The tenant stated that the landlord put in new pipes but did not

caulk the holes. The tenant acknowledged that the landlord has been taking some steps to address problems such as the kitchen counter. The tenant also made reference to an incident where he stated he was “electrocuted” by a faulty electrical outlet in the unit.

The landlord responded that they are in the process of dealing with the issues in the tenant’s unit. They stated that they are in the process of sealing up windows, and they have put in work orders for the sliding door, which needs replacement wheel rollers, and to repair the holes in the walls. The landlord stated that when they were addressing the kitchen fan, they inspected above the cupboards and found no mouse droppings or cockroaches. The landlord stated that it is the tenant’s responsibility to clean the bathroom fan, and they advised the tenant to clean up the mould with bleach. The landlord stated that they immediately investigated the tenant’s complaint about the faulty electrical outlet, and concluded that the electrical device that the tenant was using was faulty, not the outlet.

Analysis

Under section 32 of the Act, the landlord must maintain the rental unit in a state of repair that complies with the health, safety and housing standards required by law, and is reasonably suitable for occupation given the nature and location of the property. The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit, and is responsible for the cost of repairs for any damage caused by the tenant’s action or neglect.

Residential Tenancy Policy Guideline #1 provides more detail regarding the landlord’s and tenant’s responsibilities to repair and maintain the rental unit or property. The tenant is responsible for cleaning the inside windows and tracks, including removal of mould. The tenant is also responsible, at the end of the tenancy, for cleaning the screen or vent of the bathroom fan. If the tenant’s negligence to maintain the rental unit results in costs for repairs, the tenant will be responsible for these costs. However, if damage is caused by the landlord’s neglect to properly maintain the unit, then the landlord will be responsible for those costs. Additionally, if the tenant suffers as a result of the landlord’s negligence, then the tenant may also be entitled to monetary compensation.

In this case, I find it is not necessary for me to order the landlord to do repairs or emergency repairs, or provide services or facilities required by law. I accept the landlord’s evidence that they are taking reasonable steps to address problems in the rental unit, with the possible exception of the mould occurring in one or more window frames. If a window is in a poor state of repair that is leading to excessive mould, the landlord needs to take some steps to address the problem. In this hearing, neither the

tenant nor the landlord provided sufficient evidence to establish whether the mould that is occurring is the fault of the tenant or the landlord. As the tenant has the burden of proof to prove the validity of his application, I find it is appropriate to dismiss this portion of the tenant's application with leave to reapply. The remainder of the tenant's application is dismissed.

I remind the tenant that he is responsible for cleaning off the mould, unless he is able to establish that the mould is occurring because of an unrepaired window or other neglect of the landlord. The tenant should also provide the landlord with written requests for any repairs.

Conclusion

The tenant's application is dismissed, with the exception of the window mould issue, which is dismissed with leave to reapply.

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: December 11, 2015

Residential Tenancy Branch

