



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Randall North Real Estate Services Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, LRE, FF

### Introduction

This hearing dealt with an application by the tenant for a repair order and an order limiting the landlord's right of access. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail actually received on November 6, 2015, and despite having filed and served evidence the landlord did not appear. The written evidence filed by the landlord was considered.

### Issue(s) to be Decided

- Should a repair order be made and, if so, on what terms?
- Should an order limiting the landlord's right of access be made and, if so, on what terms?

### Background and Evidence

This tenancy commenced February 1, 2010 as a one-year fixed term tenancy and has continued thereafter as a month-to-month tenancy. As of the date of the hearing the monthly rent, which is due on the first day of the month, is \$685.00.

The rental unit is a bachelor apartment with single pane windows.

The tenant testified that starting about a year ago a black substance started to appear in his shower. He suspects it is mold but has not had the substance tested to be sure. He cleaned the black substance with bleach but it is re-appearing.

In addition, he notices a musty smell whenever the windows are closed. This smell has also only become apparent in the past year. The tenant testified that he does not smoke so that is not the source of the odor.

The tenant testified that there are fans in the bathroom and over the stove. He said they both work but he did not know how efficient they were.

He also expressed a concern that the odor, whatever it is, may be been absorbed into the carpet and even when the main problem is remedied; the carpet would continue to smell.

In November there was an exchange of correspondence between the landlord and the tenant wherein the landlord indicated a willingness to investigate the situation but as of the date of the hearing the landlord had not done so.

Finally, the tenant testified that he suspects someone has been in his apartment but he has no evidence of unlawful entry by the landlord.

### Analysis

Section 32(1) of the *Residential Tenancy Act* states that a landlord must provide and maintain residential property in a state of decoration and repair that:

- complies with the health, safety and housing standards required by law; and,
- having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 32(2) states that 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.

Mold is a common problem in this climate and landlords and tenants share responsibility for limiting its' appearance in a rental unit. There was no evidence before me that the tenant has contributed to the situation in his unit.

Although there is not enough evidence to determine whether the black substance is actually mold its' appearance and location is consistent with situations in which mold has been found. The evidence establishes that this is a situation that should be investigated and, if necessary, remedied.

The landlord is ordered:

- to have qualified people investigate the situation in the tenant's unit to determine whether mould is developing there;
- to ensure that the bathroom and ceiling fans are clean and functioning properly;
- to determine whether any repairs to the metal plate in the bathroom ceiling are required; and,
- to implement the measures recommended by the person(s) conducting the investigations;

within eight weeks of being served with this decision by the tenant.

If the landlord receives any written reports from any tradespeople or lab it is ordered to provide a copy of the report(s) to the tenant.

If the landlord does not comply with the terms of this order, or if the tenant is of the opinion that the required repairs have not been adequately completed; the tenant may apply for another repair order and/or an order reducing the rent.

The tenant's claim for an order limiting the landlord's right of entry is dismissed.

As the tenant was substantially successful on his application he is entitled to reimbursement from the landlord of the \$50.00 he paid to file it. Pursuant to section 72 that amount may be deducted from the next rent payment due to the landlord.

Conclusion

A repair order has been made.

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: January 07, 2016

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Residential Tenancy Branch

