



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Larlyn Property Mgmt. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

ERP, RR, CNR, FF

Introduction

This hearing was scheduled in response to the tenants' application requesting an order the landlord make emergency repairs, to cancel a 10 day Notice ending tenancy for unpaid rent received on March 4, 2016 and repairs to the rental unit.

The tenant provided affirmed testimony that on March 7, 2016 he personally served the landlord's agent, at the tenants' rental unit. Service occurred at approximately 1 p.m. The person served last name starts with I.

After the landlord was served with Notice of the hearing documents the landlord entered the rental unit to take picture of the damaged areas of the unit.

These documents are deemed to have been served on the day of personal delivery in accordance with section 89 of the *Act*; however the landlord did not appear at the hearing.

Preliminary Matters

The tenant withdrew the request to cancel the Notice ending tenancy. The tenant said that rent has been paid and that the landlord withdrew the Notice.

Issue(s) to be Decided

Must the landlord be ordered to make emergency and general repairs to the rental unit?

Background and Evidence

The tenancy commenced on May 1, 2004. Rent is due on the first day of each month.

The tenant made oral submissions. The details of dispute section of the application referred to "*rental unit leaks and black mold that the landlord will not fix. Just wants me out.*"

The tenant submitted this application as the landlord has not repaired a leak that is occurring over the sliding glass door of his rental unit. When the rain hits the outer wall at certain angles water enters the ceiling. The ceiling is blistered, moldy and damaged approximately two to three feet from the edge of the wall. The ceiling area appears to have rotted.

The tenant is concerned about the mold that can be seen in the ceiling. His girlfriend and her daughter moved out of the unit as they have asthma that was being aggravated.

The current landlord purchased the building in September 2014. The tenant has sent the agent pictures of the unit; the landlord came to the unit and took photos but no repair has taken place.

When the ceiling gets wet the tenant must put buckets on the carpet. The carpet has not been replaced since the tenancy commenced. The tenant has showed the landlord the carpets but the landlord has not responded to the need to replace the carpets. The tenant thinks the carpets are very old.

Three times since December 2015 the rain has entered the ceiling.

Analysis

The landlord did not attend the hearing to oppose the application.

Section 32 of the Act provides, in part:

32 (1) *A landlord must provide and maintain residential property in a state of decoration and repair that*

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

From the evidence before me I find that the tenants' rental unit is in need of repair. By no standard would damage of the kind described by the tenant be considered acceptable. I find that a ceiling that leaks and is moldy fails to meet any reasonable health or housing standard.

Therefore, I find, pursuant to section 62(3) of the Act that the landlord must be ordered to comply with the Act. The landlord must do the following:

- No later than April 30, 2016 have the rental unit inspected by an accredited mold remediation service in order to obtain samples of any mold that may be present in the rental unit;

- That a report issued by the accredited mold remediation service be issued setting out what, if any mold is discovered and recommended remediation;
- That the tenant be provided with a copy of the that report within a reasonable period of time but no later than May 15, 2016;
- That the landlord follow any recommendations for remediation and repair, based on what, if any, mold is found to be present;
- That the landlord ensure that the leak above the sliding glass door is repaired by removal and replacement of any rotted material and installation of new drywall;
- That the exterior envelope of the rental unit be repaired so that water egress is no longer possible into the rental unit.

The mold investigation and repair must be completed no later May 31, 2016.

The landlord is to issue proper notices of entry while this work is completed in the unit. The tenant is at liberty to provide agreement for entry, without the necessity of notices.

The tenant is entitled to minimal disruption during the period of repairs.

I note that the carpets are now at least as old as this 14 year tenancy. I refer the landlord to Residential Tenancy Branch policy that suggests a useful life span of 10 years for carpets.

As the tenants' application has merit I find that the tenant is entitled to deduct the \$100.00 filing fee from the next months' rent due.

Conclusion

The landlord has been ordered to investigate the need for repairs and to make repairs, as set out above.

The tenant may deduct the \$100.00 filing fee from the next months' rent due.

This decision is final and binding and 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: April 19, 2016

Residential Tenancy Branch