



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OLC

Introduction

This was a hearing with respect to the tenants' application for a repair order, including emergency repairs and for an order that the landlord comply with the Act, Regulation or tenancy agreement. The hearing was conducted by conference call. The tenants and the landlord's named representatives called in and participated in the hearing. The landlord and the tenants submitted documentary evidence. The landlord's representative submitted that the tenants' evidence was submitted later, but nonetheless, the landlord responded to the evidence and I accepted the tenants' evidence and the landlord's response to it.

Issue(s) to be Decided

Should the landlord be directed to perform repairs?

Should the landlord be directed to comply with the Act, Regulation or tenancy agreement?

Background and Evidence

The rental unit is an apartment in White Rock. The tenancy began on October 15, 2014 for a fixed term ending October 31, 2015 and thereafter on a month to month basis.

The tenants applied for dispute resolution on October 21, 2016. They raised concerns about defective and broken window blinds and about a mould problem in the bathroom. The rental unit is a two bedroom apartment in a six floor concrete building. The female tenant occupies the unit with her two sons. The male tenant is still named in the tenancy agreement, but he no longer resides in the unit.

The tenant said she has made verbal requests and complaints to Mr. L. L., the landlord's representative named in the application for dispute resolution. The tenants have repeatedly asked for repairs and replacements for the vertical blinds in the rental unit. The tenants testified that the blinds are made of plastic; they are fragile and easily broken in normal use. The tenants have made many verbal requests for replacements and have managed to repair and reuse broken slats, but the landlord has not provided enough replacements to cover the gaps in the blinds. This has affected the tenants' privacy in the rental unit.

The tenants also raised concerns about a mould problem in the rental unit. The tenant said there was black mould forming on the wall and ceiling of the rental unit. The tenant said the mould was making her son sick. She made verbal requests to the landlord's representative to deal with the problem. The tenant said the landlord's representative sent his son to the rental unit to address the problem. She said that he attempted to wipe the mould and then applied a chemical spray and plastered over it when it was dry. The tenant said there were other problems in the rental unit that have not been fixed, including a closet door that is off its tracks and a bolt missing from one of the bedroom windows.

The tenant testified that she hired a handyman to come to the rental unit to inspect the mould problem. The handyman cut a hole in the bathroom drywall to expose the interior, including insulation and joist. The tenant submitted a photograph of the exposed area. According to the tenant the area where the drywall was removed was contaminated with black mould. The tenant said that the handyman replaced the drywall and made a rough patch over the hole. He also fixed the closet door. The tenant submitted an invoice from the handyman confirming that a cash payment of \$199.50 was made for his services.

According to the tenants, in order to fix the mould problem in the rental unit, the drywall has to be removed throughout the entire bathroom down to the wall studs, the mould cleaned out and then the drywall replaced.

The landlord's representatives testified that the tenants have made no written requests for repairs. When the tenants complained about mould problems in the rental unit the landlord's representative investigated and had the mould areas treated with a mould killing spray and encapsulation treatment before the treated area was re-plastered. The landlord was not consulted before the tenant allowed a handyman to cut a hole in the bathroom wall. The landlord's representative said that the tenant has caused damage to the rental unit by allowing a hole to be cut in the wall and the work may have caused contaminants to be released into the rental unit. The rental property was constructed in or about 1969 and the landlord's representative said that asbestos has been found to be present in some of the building materials used in the original construction and the unauthorized work may have created a problem. The landlord's representative testified that the rental unit should be inspected by a professional to determine whether there is a mould problem or any other contamination related to the work done by the tenant's handyman. The landlord's representative agreed at the hearing that the landlord will have its professional inspect the rental unit to test and determine whether there is a mould or contamination problem and to perform remediation work as required.

The landlord's representative said that the landlord is aware of problems with the vertical blinds in the rental unit and in other units. The landlord does not have plan to replace the blinds with a different type of blind, but the landlord will continue to make repairs and provide replacements for the existing blinds.

Analysis

The landlord agreed at the hearing that it will have its professional remediation specialist inspect the rental unit to determine if there is a mould or contamination problem in the rental unit and to determine whether remediation work is necessary and if so the extent of the work needed and the methods to be employed to perform the work.

The landlord will contact the tenant to arrange a time and date for the inspection.

The tenants applied for repair orders, including emergency repairs. They included in their evidence package a monetary order worksheet requesting payment of the invoice for handyman services in the amount of \$199.50. The tenants did not amend the application for dispute resolution to claim a monetary award and there is no basis for a monetary claim on this application. The tenants have not made written requests for any repairs to the rental unit. They claim that the landlord's repair efforts have been deficient, but I am unable to make that finding based on the evidence presented. The landlord has agreed to conduct a professional inspection of the rental unit to determine if there is a mould problem and if so what repairs or remediation work is required.

I find that the tenants have not established that they are entitled at this time to any repair orders and the application is dismissed. If, after the landlord has had the rental unit inspected, the tenants continue to maintain that repairs are required and the landlord has not made arrangements to perform them, the tenants will have leave to reapply.

Conclusion

The landlord has agreed to perform an inspection and perform repairs if necessary. The tenant's application 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 14, 2016

Residential Tenancy Branch

