



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: ERP, FFT

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for emergency repairs.
- b. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business as the landlord acknowledged service.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for emergency repairs?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on August 1, 2018. The written tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$450 at the start of the tenancy.

The tenant testified that on October 29, 2018 he discovered an active water leak through the light fixture in his room. He called an emergency plumber who informed him the leak was coming from the deck above.

The cause of the leak has been repaired. However, the tenant is concerned there is mould in the ceiling as the ceiling drywall was not replaced and there is a water stain on the ceiling. His room was not treated with a dehumidifier. He is also concerned about the structural integrity of the ceiling and the wooden structure.

The landlord testified the work was completed on November 2, 2018.

Analysis:

After carefully considering all of the evidence I determined the failure to remove the damage ceiling drywall and inspect the ceiling to ensure the building structure has not been compromised amounts to a significant risk to the tenant and his physical wellbeing.

As a result I ordered that the landlord complete the following within 10 days of service of this order.

- Replace the damaged ceiling drywall
- Inspect the roof area for mould and damage and make the repairs if required.

As the tenant has been successful I ordered that the landlord reimburse the Tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

This decision is final and binding on both parties.

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 10, 2018

Residential Tenancy Branch