



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This expedited hearing dealt with the tenant's application pursuant to section 33 of the *Residential Tenancy Act* (the "Act") for emergency repairs to be made to the rental unit.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant was assisted by an advocate. The landlord appeared with the property owner.

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs to the rental unit?

Background and Evidence

This periodic tenancy began in 2015. The rental unit is a suite in a multi-unit building. The tenant complains that there is mold present in the rental suite. The tenant submits that the mold is caused by water ingress which is itself caused by structural flaws in the building. The tenant submitted a large volume of photographs which they say show the rental suite and the presence of mold.

The tenant testified that they have had multiple detrimental health effects due to the presence of mold and that they have requested the landlord take actions to resolve the mold issue.

The landlord testified that there are no major leaks in the rental unit nor are there any issues with the plumbing. The landlord further submits that while they have examined the photographic evidence submitted by the tenant and the suite in person, they are unable to observe the presence of mold.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

Residential Tenancy Policy Rule of Procedure 3.7 provides that evidence submitted by a party must be organized, clear and legible. I find that the tenant has submitted a large volume of individual files in a haphazard and poorly organized manner. The tenant submitted files in a variety of formats, named inconsistently and uploaded non-sequentially and in no discernable order so that locating and opening individual pieces of evidence is difficult and time consuming. While I have not excluded any of the documentary evidence of either party, I find that the poor presentation detrimentally affects the strength of submissions and parties are advised to submit all evidence in a single numbered pdf file containing only relevant materials.

In this application for dispute resolution the tenant submits that they are seeking emergency repairs for health or safety reasons.

Section 33 of the *Act* describes “emergency repairs” as those repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purposes of:

- repairing major leaks in pipes or the roof,
- damage or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

I find that there is insufficient evidence to conclude that the nature of the relief sought by the tenant falls into the category of emergency repairs. The tenant believes that there is mold in the rental unit arising from water ingress. The presence of mold is not a grounds for emergency repairs as set out above. I find that there is insufficient evidence that there are major leaks in the rental unit or any of the issues set out under the *Act*.

While the tenant submits that there is mold in the rental unit as a result of water ingress, I find there is insufficient evidence that there are any major leaks or damage to the water system requiring the landlord's intervention. The tenant's evidence focused primarily on their perception of mold and the accompanying health effects. The tenant believes that mold is caused by water ingress but gave little evidence showing that there are any leaks that require repairs. I find that much of the tenant's testimony consists of conjecture, supposition and belief without evidence in support.

I find that the tenant's complaints pertain to issues which are not subject of emergency repairs as set out in the *Act*. Accordingly, I dismiss the tenant's application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed without 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: November 25, 2019

Residential Tenancy Branch