



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SQUAMISH SENIOR CITIZEN HOME SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

On December 5, 2019, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking an order for the Landlord to make repairs to the rental unit.

The matter was scheduled for a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord required to make repairs to the rental unit?

Background and Evidence

The parties testified that the tenancy began on September 15, 2009 and is on a month to month basis. Rent in the amount of \$550.00 is due to be paid to the Landlord by the first day of each month. The rental unit is a bachelor unit with a living area, kitchen, and bathroom.

The Tenant clarified that he is not seeking an order for repair of the unit; however, he is seeking an order for the Landlord to conduct an air quality test inside the unit. The Tenant testified that two years ago he noticed some mould on a wall inside the rental unit. He testified that at that time a person attended the unit and wiped the mould off using bleach.

The Tenant testified that he recently noticed mould on an opposite wall inside of the rental unit. The Tenant provided a photograph showing a misty white color on an area of the wall.

The Tenant testified that he wants the Landlord to arrange for an air quality test to ensure that the mould is not harmful; so, he can make an informed decision on whether or not to move out of the unit.

The Tenant testified that the wall with mould is located in the living room area of his suite and is adjacent to the bathroom and shower. The Tenant testified that he does not use the exhaust fan in the bathroom because it is old and plugged up. He testified that the kitchen exhaust fan has been replaced three times.

The Tenant testified that he has a cleaning person who attends the unit and performs cleaning for two hours once per month.

In reply, the Landlord provided testimony that tenants need to clean and maintain their units. She testified that due to the Tenant's health issues, the Tenant has not been able to maintain sanitary conditions in the unit. The Landlord testified that there is no ventilation occurring in the Tenant's rental unit. She testified that the Tenant keeps the windows and doors closed and moisture is trapped inside the unit.

The Landlord testified that the Landlord inspected the surrounding rental units and there were no problems with moisture or water in the surrounding units. The Landlord stated that they considered the Tenant's request for air quality testing and concluded that any moisture present is attributable to the Tenant. The Landlord testified that the rental units are nearing 50 years old, and they offered the Tenant a different/ new rental unit on the property.

The Tenant was asked if he has noticed any pooling of water in the rental unit and he replied "no".

Analysis

Section 32 of the Act states that 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.*

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the Tenant's evidence that there is a small amount of mould on a wall in the rental unit. I find that it is reasonable to accept that mould thrives where moisture is present. I have considered whether the mould that is present is a result of the Landlord's failure to maintain the property or the Tenant's actions or neglect which has resulted in the formation of mould.

I accept the Landlord's testimony that an inspection of the surrounding units found no problems with moisture. I accept the Tenant's testimony that he has not observed any pooling water anywhere in the rental unit. I find that the moisture present is not caused by a water leak or water ingress into the rental unit.

I find that the Tenant is responsible to ensure excessive moisture is not introduced into the rental unit. Moisture can be introduced by everyday living activities such as showering, cooking, and breathing. I am mindful that the Tenant testified that he does not use the bathroom or kitchen ventilation fans. I am also mindful that the Landlord testified that the Tenant keeps his windows and doors closed and there is no ventilation occurring.

There is insufficient evidence before me to establish that the presence of mould is due to the Landlords failure to maintain the rental property. I find that it is more likely than not that the mould is caused by the Tenant neglecting to ventilate the rental unit; resulting in the formation of mould.

I find that the Landlord has not breached section 32 of the Act. I decline to order the Landlord to arrange for an air quality test. The Tenant is at liberty to arrange a test, but the cost of such a test is the responsibility of the Tenant. I also caution the Tenant that any report indicating poor air quality would likely be attributable to the Tenant's neglect of ventilating the rental unit; resulting in the formation of mould.

The Tenant's application for an order that the Landlord arrange for an air quality test is dismissed.

Conclusion

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 29, 2020

Residential Tenancy Branch