



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the for a rent reduction for repairs to the rental unit that were not provided.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing. Both parties confirmed that they were not making a prohibited recording of this hearing and are following the Residential Tenancy Rules of Procedure 6.11.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Preliminary Issue

At the outset of the hearing the tenants advocate stated that they had made an application for an emergency repairs at the same time they made this application; however, the documents went to the tenant's spam folder and they had missed the hearing. The advocate stated that they wanted a qualified person to determine if there was no mold behind the wall due to water coming through the wall and flooding the tenant's bedroom in October 2020.

As the tenant's claim is related to repairs, which may or may not be required, and the tenant's original application for an emergency repair was to have a qualify person inspect the rental unit to address the tenants concerns related to the possibility of mold from a prior flood. That issued must be resolved prior to seeking compensation, I find the tenant's request for compensation premature.

At today's hearing the landlord agreed that they would bring in a mold expert to do an air quality test of the tenant's bedroom. I find the landlord's position reasonable.

The landlord agreed that they will contact a mold company within the next week and will try to have them attend before September 30, 2021; however, that is outside their control as they have no control over their schedule.

As this testing is requested by the tenant, I find the tenant must give the landlord access to the rental unit, even if they did not receive proper 24 hours notice as this might not be within the landlord's control and the testing should be done as soon as the company is available and could be on short notice to both parties. The tenant must not deny access, must follow any instructions, and must not interfere in anyway with the testing.

Based on the above, I find it appropriate to dismiss the tenant's application with leave to reapply. The landlord is to provide the tenant a copy of the finding of the air quality test.

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: August 31, 2021

Residential Tenancy Branch