



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order requiring the landlord to make repairs to the rental unit.

The tenant and the landlord's agent (agent) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited. This is pursuant to the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing.

Both parties affirmed they were not recording the hearing.

The parties confirmed receiving the other's evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the

evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters-

In her application, the tenant named an individual as the landlord/respondent, who is the resident manager of the residential property and therefore an agent. It was determined that the landlord is a corporate business, and therefore, I find it necessary to amend the application to replace the name of the agent with the corporate name on the style of cause page of this Decision.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make repairs to the rental unit?

Background and Evidence

This tenancy began on March 1, 2003.

In support of her application, the tenant submitted the repair needed was the leak in her bathroom ceiling, with a further request that the ceiling above the bathtub be replaced. The tenant submitted it was necessary for a ceiling replacement because of the mould build-up that would be present from wet gyprock. The tenant submitted that she wanted the landlord to get rid of the plastic square above the bathtub, as well. The tenant submitted that the ceiling above the bathtub has been in the condition as shown in her photographic evidence for years, which proves mould.

The tenant said the landlord is only willing to paint over the mould, but not replace the problem area.

Evidence filed by the tenant included photographs and written requests.

In response, the agent said the only thing the landlord was disputing here was the nature of the repair. The agent said they responded right away when the tenant made the repair request and fixed the leak.

The agent submitted that their maintenance person inspected the ceiling and found the gyprock to be dry. As further verification, the agent said their specialist maintenance

person also attended and inspected the rental unit and determined that the ceiling did not need a replacement.

The agent said that there could be mould and mildew on the tiles, but that it just needs to be wiped down, which is a cleaning issue, not a repair issue.

The agent submitted they have informed the tenant that if she still believes that the gyprock needed to be replaced, they will arrange for a third party remediation company to determine if the ceiling needed to be replaced. The agent said that if the third party inspector determined that the ceiling needs to be removed, the landlord would pay for the inspection costs and the repair costs. However, if the third party inspector determined that the ceiling did not need replacement, they would still pay for the repair needed as a result of the inspection, but that the tenant will have to pay for the inspection costs, which would be added to the tenant's ledger.

The tenant submitted that she should not have to pay any costs for a problem she did not create.

Filed in evidence by the landlord was a timeline of events, with the landlord's responses, and photographs.

Analysis

I have considered the relevant evidence of each party and reached a decision taking into account the Act, Regulation, policy, on the balance of probabilities.

Section 32 of the Act requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character, and location of the rental unit, makes it suitable for occupation by a tenant.

Where a tenant requests repairs, I find the landlord must be afforded a reasonable amount of time to take sufficient action.

In this case, I find the evidence shows that the landlord dealt with the leak in the ceiling quickly.

The only issue remaining is the tenant's request for a new ceiling above the bathtub. In this case, I find the landlord dealt with that request by having two of their maintenance

persons attend and inspect the ceiling. The agent said that the second inspector is someone they use where there is a more difficult issue.

As a result, I find the landlord fulfilled their obligation under the Act of maintaining the rental unit that complies with the health, safety, and housing standards required by law and having regard for the age, character, and location of the rental unit, makes it suitable for occupation by a tenant.

I acknowledge that the tenant was not satisfied with the results of the landlord's inspections, but I find the landlord offered a reasonable solution by offering to arrange for a third party inspection, which the tenant would only have to pay for if the third party inspector verified the results of the landlord's inspections.

I find the tenant should bear costs, as a way of providing sufficient evidence to support her application.

For these reasons, I **dismiss without leave to reapply** the tenant's application for an order requiring the landlord to make repairs to the rental unit, as the leak was fixed, and two subsequent inspections conducted by the landlord determined that the ceiling above the bathtub did not need replacement.

The landlord said they would bear the costs of the third party inspection, if the tenant chooses to have one done and if the inspector determined a replacement ceiling is necessary. The landlord also said they would pay for the costs of the repairs. I therefore find it unnecessary to issue orders for the landlord in this regard.

Conclusion

The tenant's application for a request for an order requiring the landlord to make repairs is dismissed without leave to reapply, for the reasons stated above.

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 17, 2021

Residential Tenancy Branch