



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAREER DEVELOPMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 32.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Should an order be made to compel the landlord to make repairs to the site or unit?

Background and Evidence

The tenant gave the following testimony. The tenant testified that he moved into the unit on August 1, 2017. The monthly rent of \$500.00 is due on the first day of each month. The tenant testified that the unit has had mold and moisture issues since he moved in. The tenant testified that the unit has single pane windows which exacerbates the issue. The tenant testified that the ceiling in the suite is cracking due to moisture and that there is mold in many parts of the suite. The tenant testified that he has asked to have the roof repaired as that is a point of ingress for moisture. The tenant testified that repairs are required which the landlord refuses to do.

The landlord gave the following testimony. The landlord testified that the tenant has not cleaned his unit to a satisfactory level. The landlord testified that she has had someone go into the unit to remove all mildew and mold, only to have it return due to the tenants inaction. The landlord testified that the adjoining unit on the same floor doesn't have mold or moisture issues as they clean and maintain their suite. The landlord testified that the tenant is a hoarder and that by storing garbage in the unit, not providing enough airflow for the baseboards, blocking the baseboards from allowing the heat to circulate and not cleaning the unit on a regular basis. The landlord testified that she has attempted to rectify all the issues but the tenants inaction results in ongoing issues.

Analysis

Section 32 of the Act addresses the issue before me as follows:

Landlord and tenant obligations to repair and maintain

32 (1)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.

(2)A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3)A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4)A tenant is not required to make repairs for reasonable wear and tear.

(5)A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Based on the evidence before me, I find that the tenant has not maintained a reasonable level of cleanliness in the unit and is one of the major reasons for the moisture and mildew buildup in the unit. In addition, the tenant has failed to provide sufficient evidence that the landlord was negligent or reckless to cause any of the issues in the unit. Based on the insufficient evidence before me, I hereby dismiss this application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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: June 02, 2022

Residential Tenancy Branch