



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC, FF

Introduction

This hearing dealt with an application by the tenants for a monetary order. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Are the tenants entitled to recover the cost of an inspection of the rental unit by a certified mold inspector?

Background and Evidence

This tenancy began on July 1, 2007. The tenant testified that at the very beginning of the tenancy, the rental unit was flooded. On October 1, 2007 the tenants met with the agent of the landlord to advise that mold was in the rental unit. The agent inspected the unit, stated that she felt the mold would not pose a problem. The tenants accepted the agent's evaluation of the situation and made no further contact with the landlord about mold until August 2008. The tenant testified that he did not contact the landlord between October 2007 and August 2008 because the mold problem had been largely dormant over the winter and did not resurface until the Spring. The tenant testified that the mold problem was extreme, with black mold growing on his clothing, dishes, on the walls and inside sealed bottles.

In an email dated August 12 the tenants advised the landlord's agent that clean-up of the mold was required and should be conducted by a certified mold inspector and stated that "I am prepared to pay." In an email addressed to the owners on that same date, the tenant asked that the landlord arrange for an inspection. In neither email did the tenants request that the landlord bear the cost of an inspection. On August 26 the landlord served the tenants with a two month notice to end tenancy on the basis that the

rental unit was being renovated in a manner that required vacancy.

On August 30, at the request of the tenants, a certified mold inspector from Fresh Air Spaces inspected the rental unit and provided a report which indicated that 6 types of mold were present in the rental unit. The report indicated that remediation was required in the form of cleaning and sanitization. The tenants vacated the rental unit and seek to recover the cost of the inspection. The tenant testified that he was afraid the mold in the rental unit was highly toxic and he wanted to know what he and his family had been exposed to as they had been feeling ill the entire time they lived in the rental unit. The tenant further testified that he felt it was important to know whether the mold was highly toxic because he was afraid that he would bring mold spores to his new home when he vacated the rental unit. The tenant further testified that he had contacted the Residential Tenancy Branch for advice about how to force the landlord to test the rental unit for mold and was told that he should pay for the inspection and make an application for recovery of the cost.

The landlord testified that any mold present in the rental unit was likely due to the tenants' failure to adequately clean the rental unit. The landlord testified that mold is common in households and that she was of the opinion that the mold present in the rental unit was not severe enough to warrant testing.

Analysis

In order to successfully establish that they are entitled to recover the cost of the inspection, the tenants must prove that the inspection showed that the mold present in the house was toxic to a degree that the tenant's health was at serious risk during their tenancy or moving their belongings would have moved spores which would have created a highly toxic environment in their new home. Although the report indicates that a number of different types of molds are present in the rental unit, there is no mention in the report that these molds present a serious health risk or that moving their belongings from the rental unit would result in highly toxic spores being transported with the belongings. Mold is a fact of life which must be addressed through regular and thorough cleaning and I am not satisfied that the tenants have proven that the mold in the unit was serious enough to warrant inspection by a professional. The tenants

argued that all mold is toxic and that the fact that the inspector recommended cleaning and sanitation suggests that the inspection was required. I disagree. While the report gave insight into the toxicity level of the molds, which I interpret to be in the normal range, the recommendation that the home be cleaned and sanitized is one which could have been gained through common sense. The report did not suggest that the cleaning be carried out by professionals outfitted in garb designed to protect them from hazardous materials, as would have been the case if the mold were highly toxic. Further, when the tenants requested that the landlords arrange for an inspection, they offered to pay the cost of the inspection with no suggestion that they would hold the landlords responsible for that cost and are therefore stopped from claiming the cost of the inspection. Further, the fact that the tenants permitted the mold to continue growing for an extreme length of time and then demanded immediate action from the landlord suggests that the tenants did not act within a reasonable time to minimize the mold growth, which created in their minds the urgent need for an inspection. I find that the report showed that the toxicity levels of the molds was in the normal range and that the tenants must bear the cost of the mold inspection and the filing fee paid to bring this claim.

Conclusion

The tenant's claim is dismissed.

Dated October 06, 2008.