



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC MND ERP RP RR

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied for monetary compensation for damage or loss under the Act; a reduction in rent for repairs, services or facilities agreed upon but not provided; and orders for repairs and emergency repairs. The landlord applied for monetary compensation for damage to the rental unit and compensation under the Act.

The hearing was originally convened on March 13, 2009, and reconvened on May 7, 2009. The tenant and the landlord both participated in the teleconference hearing on both dates, gave testimony, and submitted documentary and photographic evidence. By the date of the reconvened hearing, the tenant had vacated the rental unit, and I therefore dismiss the portions of the tenant's application regarding repairs, emergency repairs and a reduction in rent.

Issue(s) to be Decided

Is either the tenant or the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 24, 2008. The rental unit in question is a small cottage in a rural location. The cottage is heated by propane, with backup heat provided by an electrical heater. The tenant was responsible for the cost of propane. The main cause of dispute between the landlord and the tenant was the development of mold in the cottage during the tenancy.

The evidence of the tenant was as follows. The tenant's understanding at the outset of

the tenancy was that she was going to be responsible for the electrical costs for the cottage, but shortly after she moved in, the landlord told the tenant that she would not have to pay for electricity.

In the summer of 2008 a leak had occurred in the bedroom of the cottage, where water leaked from the roof down into the bedroom around the window area. As the weather got colder, the tenant had the propane heat on full all the time, but the cottage was cold and difficult to heat. The unit became very humid, and mold began to develop. The landlord rented a dehumidifier but did not take any further steps to address the problem. In February the landlord presented the tenant with an electrical bill for January and continually complained that the tenant was consuming too much electricity. On February 25, 2009 a public health inspector conducted an inspection of the cottage and observed mold in the unit. The tenant began sleeping in the living room because there was too much mold in the bedroom. Several of the tenant's personal items became damaged by the mold.

The tenant submitted that the mold was the landlord's fault because of the poor construction of the unit, the leaks from the previous summer, and the fact that part of the rental unit backs onto a storage area which is unheated, unventilated and full of clutter. The tenant submitted several photographs as supporting evidence of her claim. The tenant has claimed monetary compensation for all of her damaged items; and compensation equivalent to two months' rent for February and March 2009 for being deprived of use of half of the cottage, being forced to live in sub-standard conditions and for the constant stress of the landlord's behaviour.

The evidence of the landlord was as follows. The rental unit is 10 years old, and there were never any problems with mold prior to this time. The landlord believed that the tenant was trying to cut costs by heating the unit mostly with electrical rather than propane heat. Additionally, the tenant had overcrowded the unit with her personal possessions and thereby prevented proper ventilation. In support of her position, the landlord pointed to a portion of the health inspector's letter that stated, "removing any unnecessary items from the unit will improve air circulation and reduce the amount of

moisture in the air.” On February 27, 2009 the tenant complained that the toilet was leaking and the landlord called in a plumber. The plumber found that the toilet was not leaking; rather, the toilet tank was dripping condensation as the water in the tank was cold and the air was warm.

The landlord has claimed compensation for repainting and repairs to the drywall; carpet cleaning; the cost of renting the dehumidifier; and the cost of the plumber call-out.

Analysis

In considering all of the testimonial, documentary and photographic evidence, I find that neither party has satisfactorily established that the opposing party was solely responsible for the development of mold in the rental unit. It appears from the evidence that the unit may have had some structural and heating problems that were exacerbated by the tenant overcrowding the unit with her personal items. Instead of working together to resolve the problem, the landlord and tenant allowed the situation to dissolve into petty accusations and insults. The tenant then decided to move out. I am not satisfied that the tenant ought to pay for the call-out cost for the plumber, as the landlord may have been found responsible for eliminating the condensation problem and resultant dripping. I therefore find that neither the tenant nor the landlord is entitled to any of the amounts claimed.

Conclusion

Both the application of the tenant and the application of the landlord are dismissed.

Dated May 11, 2009.