

DECISION

Dispute Codes: MNDC, MNSD and FF

Introduction

This application was brought by the tenant seeking a Monetary Order for loss or damage under the legislation or rental agreement and recovery of the filing fee. The tenant had also sought orders for landlord compliance with the *Act*, repairs and emergency repairs but the need for such orders had been remedied by the time of the hearing.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to the monetary compensation claimed and in what amount.

Background and Evidence

This tenancy began on April 1, 2009. Rent is 800 per month and the landlord holds a security deposit of \$400.

The tenant's claims arise from his discovery of the water damage and mold in the rental unit on January 17, 2009 while he was preparing the unit for a treatment of silverfish. As illustrated in photographic evidence submitted by the tenant, there was substantial surface mold on lower section of the walls that he been hidden by furniture

The landlord acted quickly in engaging the services of a restoration company and the cause of water incursion was found to be an unsealed vent pipe in the side of the building.

As a result, the tenant claims damages, and I find on each as follows:

Dumping fees to dispose of two foam mattresses - \$33.75. The tenant stated that he had attempted to have the restoration company remove this items with other material but had been unable to do so and therefore incurred this cost. This claim is allowed in full.

Out of apartment accommodation - \$431.78. The tenant stated that he had found the rental unit to be uninhabitable as he did not know the type of mold and degree of hazard. In addition, he said that for the 12 days he was out of the rental unit, work was under way and drying fans were operating much of the time. As he works from home, he found he had to leave to be able to work also. The landlord put forward the point of view that the tenant had only lost one third of the use of the apartment as damage was limited to the bedroom, and he still had the kitchen and living room. I find that, when all factors are taken into account, the tenant was reasonable in leaving the rental unit. In addition, the clam is for only eight of the 12 nights he spent out of the home. He spent the first four nights with a friend and when learning that the work would take longer, felt he was imposing and should move into a hotel. I find this claim to be reasonable and it is allowed.

Loss of use or apartment - \$310. The tenant claimed a return of rent in this amount for the 12 days he was unable to use the rental unit. Having allowed the tenant to claim accommodating for the period, I find that the landlord has already provided compensation for the loss of use and this claim is dismissed.

Food - \$94.54. The tenant claims this amount for meals out and for some food he was able to prepare in his hotel room. While the landlord questioned one receipt for a meal costing nearly \$30, the tenant pointed out that he had bought dinner for his host for the first four days. Given that the complementary meal contributed substantially to reducing the tenant's accommodation costs, I find that this claim should be allowed in full.

Hydro rebate - \$13.60. The tenant makes claim for return of 12 days of hydro costs for the period during which he was not in the home and during which drying fans were running. The landlord stated that 12 days of average billing would be \$13.60 and I find the tenant is entitled to a credit in that amount.

Two mattresses & futon: \$229.39, \$213.57 and \$587.60 respectively = \$1,030.56.

On the basis of photographic evidence, I find that it was not unreasonable of the tenant to discard these items. However, the tenant provided receipts showing that these materials were purchased in October of 2007. Therefore, taking into account that the useful life of bedding and soft furnishings is estimated at 10 years, I find that the award for this claim should be reduced by 22 percent to \$803.84.

Filing fee - \$50. Having found substantial merit in the tenant's application, I find that he should recover the filing fee for this proceeding.

Thus, I find that the landlord owe the tenant an amount calculated as follows:

Dumping fees	\$ 33.75
Out of apartment accommodation	431.78
Food	94.54
Hydro rebate	13.60
Mattresses & futon	803.84
Filing fee	50.00
TOTAL	\$1,427.51

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,427.51, for service on the landlord.

March 8, 2010