

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$875.00; the applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that she paid for her application for dispute resolution.

### Background and Evidence

The applicant testified that:

- They moved into the rental unit on June 1 of 2009.
- On January 27, 2010 they had given written notice to vacate the rental unit at the end of February 2010
- Around February 6-8, 2010 they found mould on the bedroom window and then later while doing some packing to move, she notice mould had also grown on some clothing and shoes.
- On further inspection she found mould had also grown in the closet, washroom, and bedrooms.
- They had not noticed any mould in the rental unit prior to February 2010.

- When she pointed the mould out to the landlord, the landlord accused them of having the house too moist and did not offer any solution.
- After researching the risks and health hazards associated with mould they decided to vacate the rental unit early and subsequently gave notice and moved out October 14, 2010.

The applicant is therefore requesting compensation for damage to personal items as follows:

underwear	\$15.00
Two pair of high heel shoes	\$200.00
Bamboo basket	\$35.00
Wooden picture frame	\$20.00
Littmann stethoscope box with earpiece inside	\$10.00
White sweatpants	\$20.00
White/blue dress	\$50.00
Total	\$350.00

The applicant is also requesting the return of one half months rent (\$525.00) for the month of February 2010, due to moving early as a result of the mould, and is also requesting that the landlord bear the \$50.00 cost of the filing fee.

Total amount requested by the applicant is therefore \$925.00

The landlord testified that:

- She had never had any problems of mould in the rental unit prior to this tenancy, and therefore there was no way she could have predicted that a mould problem would occur.
- The problem has not recurred after the tenants moved out.

- The house is well insulated and she finds it unlikely that the problem was a result of any problems with installation.
- She had an inspector come into view the area where the mould had been found, and the inspector found no evidence of moisture in the walls or ceilings in those areas.
- She believes the mould problem may have been caused by the tenants, either by putting away damp clothing and shoes or by having the humidity in the house too high.

The landlord therefore does not believe she is liable for the damage caused to the tenant's property, or for the return of rent for the month of February.

### Analysis

The damage to the tenants property had already occurred by the time the mould was discovered, and therefore the landlord cannot be held liable for that damage because there is no evidence to suggest that she could have foreseen the mould occurring.

Therefore since the damage was not caused by any negligence or wilful actions on the part of the landlord, the landlord is not liable for the tenant's losses.

The tenants claim for \$350.00 for damage to her personal belongings is therefore disallowed.

It is also my decision that I will not order the landlord to return rent for the last half of February 2010. The tenant claims that she moved due to health concerns however, there is no evidence that the mould was ever tested to find out if it was toxic, or posed any health risk to the tenants.

Further although the tenant has argued that the mould issue was a result of poor insulation in the house, there is insufficient evidence to prove what caused the mould.

## Conclusion

This application is dismissed in full 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: May 27, 2010.

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Dispute Resolution Officer