



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes:** ERP, FF, MNDC, O, OLC and RP

### **Introduction**

By application received March 25, 2011, the tenant seeks a variety of remedies to address a problem of mould in the rental unit. In particular, the tenant seeks reimbursement for the cost of a professional evaluation of the mould conducted on March 24, 2011, an order for its removal and consequent renovation, and the cost of two high grade filtering units.

As a matter of note, this tenancy was subject to a hearing on February 9, 2011 during which the tenant was awarded rent abatement on the loss of facilities due to water intrusion and leave to reapply if the landlord did not make a number of repairs as promised by May 31, 2011. No award was made on the question of mould as the Dispute Resolution Officer conducting the hearing found insufficient evidence of the degree of mould and whether it was of a type that could be a health detriment.

### **Issues to be Decided**

This matter requires a decision on whether there is sufficient cause to warrant orders for remediation of the mould, reimbursement for the consultant's report and an order that the landlord supply two air cleaning units as requested by the tenant.

### **Background and Evidence**

This tenancy began on April 1, 2008. Rent is \$1,500 per month and the landlord holds a security deposit of \$750 paid on or about April 1, 2008.

During the hearing, the landlord's agent stated that he had read the report commissioned by the tenant and accepted its conclusion that there was a problem with mould in the rental building and that it was of a type that could be detrimental to human

health. He said that even though he had not given prior approval to the tenant that the landlord had agreed to reimburse the tenant for the \$252 cost of the report.

The agent stated that with repairs costing several thousand dollars already underway, it might take some time before the landlord could begin the work on the mould and that, in all probability, the work would require vacant possession.

The agent stated that he would be issuing a Notice to End Tenancy for landlord use to gain vacant possess to commence the renovations and the tenant said that he understood the need to do so.

The tenant said that, for the present, the worst of the problem was in the garage area and that, as the end of the tenancy was imminent, he would withdraw the claim for air cleaners.

### **Analysis**

As agreed by the landlord's agent, I hereby authorize and order that the tenant may withhold \$252 from the next rent due to recover the cost of the consultation fee. As the tenant did not obtain the prior consent of the landlord before committing to that cost, I find that he should remain responsible for the filing fee for this proceeding.

### **Conclusion**

The tenant is authorized to withhold \$252 from the next month's rent due.

April 18, 2011