



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

Some documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on April 4, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$3000.00

Background and Evidence

The applicant testified that:

- She only lived in the rental unit for two months, however during that time she had numerous ongoing problems.
- She had no access to the electrical breakers from her suite, however the breakers often blew and therefore she would be in the dark or without electricity.
- The electrical breakers were in another tenant's suite, and if that tenant was not at home she had to wait until he was home before the breakers could be reset.

- Very shortly after moving into the rental unit the pond that was outside the rental unit started leaking through the floor into her rental unit causing the carpet to be wet and causing a mould problem.
- When informed of the mould problem and the wet carpets the landlord failed to rectify the problem for the full term of for tenancy.
- Instead of removing the carpet and dealing with the problem, the landlord simply rolled back the carpet and left the mouldy, stinky carpet in the rental unit.
- The landlord had also promised her that the building was a no smoking building were no smoking was allowed on the property, however this turned out not to be the case and as a result she had to put up with the smoking of other tenants.
- Both the mould issues and the smoking issues caused her significant health problems and as a result she even lost time off work.
- She ended up having to sleep in the bathroom area to get away from the damp musty floors however even there, the cushions she was sleeping on started to get mouldy and were damaged beyond repair.
- All of her clothing, pillows, blankets etc. were being damaged by the mould and dampness and as a result she had to do an extensive amount of cleaning of those items, and had to rent a storage unit to have a dry place to store her belongings.
- This was an extremely stressful time for her and she ended up having to move out after only living in the rental unit for two months.

The applicant is therefore requesting an order as follows:

Loss of quiet enjoyment for 52 days X \$33.00 per day	\$1740.00
Loss of income 20 hours times \$15.00 per hour	\$300.00
Compensation for health problems	\$400.00
Her time and effort to move	\$300.00
Storage locker	\$80.00

Loss of couch cushions damaged by mould	\$80.00
Time and effort to clean all her clothes blankets etc.	\$100.00
Total	\$3000.00

Analysis

Section 32 of the residential tenancy act states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In this case it is my finding that the landlord has failed to comply with section 32.

It's obvious from the photo evidence and testimony provided by the tenant that this rental unit was far from suitable for occupation by a tenant.

Further it is my finding that the landlord failed to rectify the problems in the rental unit even after having been made aware of the leaking and the mould issue.

As a result of the landlord's failure, the tenant had little if any value for the money she paid for this rental unit and therefore it is my decision that the landlord must reimburse the tenant for the full amount she paid in rent for the term of for tenancy, a total of \$1300.00.

It is also my decision that I will allow the tenants claim for \$300.00 for her time and effort to move out of the rental unit, and I allow her claim for \$100.00 for time spent cleaning clothes, pillows, blankets etc..

The tenant has also shown that her couch cushions were damaged as a result of the leaking floor and is my finding that the \$80.00 amount she is claiming for replacing those damage cushions is reasonable.

I also allow the tenants claim of \$80.00 for the storage unit she rented in an attempt to keep her belongings from getting damaged by the moisture in her rental unit.

I deny the claims for loss of income and health compensation, because is my finding that the applicant has not met the burden of proving that she lost any income as a result of the problems caused in the rental unit, or that she suffered any financial loss from any health problems she may have suffered.

Therefore the total amount of the claim that I have allowed is as follows:

Return of all rent paid	\$1300.00
Compensation for time spent having to move	\$300.00
Compensation for storage locker rental	\$80.00
Compensation for loss of cushions	\$80.00
Compensation for time spent cleaning clothing, pillows, blankets etc.	\$100.00
Total	\$1860.00

Conclusion

I have issued a monetary order in the amount of \$1860.00

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: July 14, 2011.

Residential Tenancy Branch