



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an application by the tenant for monetary compensation for damage or loss under the Act, regulation or tenancy agreement. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 11, 2011, the landlord did not participate in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on July 1, 2011. The tenant paid a monthly rent of \$600.

In late September 2011, the tenant started renovating the attic of the rental unit, and she discovered severe black mould. She also discovered what she believed was evidence that illegal drugs had been manufactured in the attic. On September 28, 2011 the tenant brought the problems to the landlord's attention in a letter. The tenant and the landlord discussed the issues back and forth a bit, but the landlord did nothing about the problem.

The tenant developed severe health problems while living in the rental unit, which she now believes stemmed from the poor air quality and black mould in the rental unit. The tenant's dog became extremely ill and required veterinary care on October 8, 2011. On October 11, 2011 the tenant moved out of the rental unit.

In support of her application, the tenant submitted copies of the veterinary reports, photographs of the rental unit and copies of two letters, dated October 3, 2011 and October 9, 2011, which the tenant mailed to the landlord. The tenant has claimed monetary compensation of \$24,000.

Analysis

I find that the tenant has not provided sufficient evidence to support her claim. The tenant did not provide sufficient evidence of the air quality in the rental unit or establish that the poor air quality led to the tenant's health problems or her dog's health problems. The tenant did not establish that she suffered a loss, monetary or otherwise. Furthermore, it was open to the tenant to apply for orders that the landlord comply with the Act and do repairs, but instead the tenant decided to move out of the rental unit. I find that the tenant is not entitled to monetary compensation as claimed.

Conclusion

The tenant's application is dismissed.

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: December 22, 2011.

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Residential Tenancy Branch