



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on September 13, 2011 for a 1 year fixed term tenancy beginning on October 1, 2011 for the monthly rent of \$685.00 due on the 1st of each month with a security deposit of \$342.50 paid on September 15, 2011. The landlord agreed to end the fixed term tenancy and the tenant vacated the rental unit on November 30, 2011

The tenant testified that despite not viewing the rental unit or any other rental unit in the residential property he entered into the above noted tenancy agreement. He also testified that when he moved in the building manager didn't have time to complete the move in condition inspection and that he was forced to sign the report and that they would later deal with deficiencies.

The parties agree that there were a number of deficiencies and that by October 14, 2011 all but two of the deficiencies had been corrected. The linoleum flooring was not completed when scheduled because the tenant had called the installer to request a different time for the installation.

In addition to these, other more minor deficiencies, the tenant testified that the carpet was emitting an odour that he took to be mould and that when he had the building manager inspect the unit with him she indicated that it was mouldy. The building

manager testified that she had indicated it smelled musky due to the lack of heat in the unit and the closed curtains.

The tenant testified that due to his sensitivities he knows when there is mould present but that he could not afford to have the unit tested. The tenant also testified that he start to have health problems related to mould. The tenant provided no medical documentation.

The landlord testified that they had a carpet expert examine the unit; complete several tests and left an ozone machine running in the unit for several weeks. From these tests the landlord testified that it was found that mould was not present in the rental unit. The landlord provided no documentary evidence of this report or confirming the expert's credentials.

The tenant seeks compensation in the form of return of 100% of the rent for October, 2011 and 75% of the rent for November 2011 for the landlord's failure to provide a unit that was up to a "serviceable standard".

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. The tenant has not identified any specific health, safety and housing standards required by law that the landlord may have contravened.

In relation to the minor items identified by the tenant such as (but not limited to) a light switch plate missing; broken closet door; bug screens; curtains too long, I find that once the tenant identified the problems the landlord took action and repaired all of the minor deficiencies within two weeks of the start of the tenancy. I find the landlord took all reasonable steps to remedy these minor problems as such, I find the tenant has suffered no damage or loss.

As to the issue of mould, I find, as the burden of proof rests with the applicant, the tenant has failed to establish that there was mould present in the rental unit. As this is the primary cause, according to the tenant, for his claim, I find the tenant has failed to

establish any damage or loss resulting from the landlord's failure to provide or maintain the rental unit in a manner that makes it suitable for occupation by a tenant.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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: January 24, 2012.

Residential Tenancy Branch