



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This matter dealt with an application by the Tenants for monetary compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on January 18, 2012. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlords and the Tenants in attendance.

### Issues(s) to be Decided

1. Is there loss or damage to the Tenants and if so how much?
2. Are the Tenants entitled to compensation for the loss or damage and if so how much?

### Background and Evidence

This tenancy started on September 1, 2011 as a fixed term tenancy with an expiry date of August 31, 2012. The tenancy ended December 8, 2012 when the Tenant moved into a different rental unit owned by the Landlord. Rent was \$1850.00 per month payable on the first of each month. The Tenant paid a security deposit of \$925.00 on August 4, 2011.

The Tenant said that they moved out of the rental unit on December 8, 2012 because of a health issues that the Tenants believe were caused by high humidity and mold in the house. The Tenant provided 2 letters from Doctors saying that there health condition was possibly mold related, but there were no laboratory tests confirming that the cause of the Tenants health problems was because of mold. The Tenant continued to say he complained to the Landlord on November 7, 2011 about the high humidity and mold in the house and the Landlord sent their maintenance personnel to inspect the unit. The maintenance report dated November 8, 2011 stated some mold was discovered under the kitchen sink and the area was sprayed with an anti mold agent. The Tenant continued to say that he spoke with the maintenance people on a number of occasions and no further action was taken to dehumidify the house and to remove the mold. The

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Tenant said he did not actually see any mold in the house but he could smell a moldy smell. Tenant said on November 24, 2011 he wrote the Landlord a letter again expressing his concerns about the humidity and mold in the house. The Landlord said they responded to the Tenant's letter on November 25, 2011 and suggested that the Tenants move to a new unit if this unit was not to their liking. The Tenants signed a new tenancy agreement with the Landlord on November 26, 2011 and moved to the new unit on December 8, 2011. The Landlord said there were no additional charges to the Tenants for ending the tenancy early or for transferring to the new unit. The Landlord said rent was charge on the new unit for December, but no rent was charge on the first unit for December, 2011.

The Tenant said because the mold in the first rental unit caused them health problems and caused them to move the Tenants have filed the following monetary claim against the Landlord:

Moving expenses	\$1,260.00
Tenants labour for moving	\$ 500.00
Rent rebate	\$5,550.00
Cost of doctors letters	\$ 149.00
Filing Fee	<u>\$ 100.00</u>
Total	<u>\$7,559.00</u>

The Landlord said they responded to the Tenants complaint of November 7, 2011, about humidity and mold the following day and the Landlord said the maintenance person said there was no moisture except for under the sink. The Landlord said the maintenance person did find some mold under the sink, but no were else. The maintenance personnel use a moisture gauge to inspect the rental unit. The Tenant said he did not think the moisture gauge that the maintenance personnel use was adequate to do the job correctly. The Landlord continued to say there were signs that there may have been a leak previously from the sink, but it was not leaking now. The Landlord said the maintenance person sprayed the area with an anti mold agent and they believed the problem was resolved. The Landlord continued to say when they received the Tenants letter of November 24, 2011 they acted immediately to move the Tenant to a different unit. The Landlord said she does not believe there was a mold problem in the unit, but they acted to resolve the issues the Tenant had by finding a different rental unit for the Tenants. The Landlord said they believe they acted in the best interest of the Tenant and in a timely manner.

## Analysis

For an applicant to be successful in a monetary the applicant must prove that damage or loss actually exists, prove the damage or loss was solely because of the actions or neglect of the respondent in violation of the Act, the applicant must verify the amount of the loss or damage and the applicant must proof that they tried to mitigate or minimize the loss or damage.

In this situation the Tenant has shown that they have experienced some health issues as indicated by the doctor's letters. However the Tenant has not proven there was a mold issue in the rental unit or that the mold that was found was substantially enough to cause the Tenants health issues. One doctor's letters state the Tenants health issues could possibly be mold relate, but it does not say the Tenants health issues are caused by mold. The second doctor's letter does not indicate a cause of the Tenants' health issues it only states what the symptoms were and that they have cleared up. As well the Tenant said he did not actually see any mold in the unit. I find the Tenant has not provide conclusive proof that the there was a mold issue in the rental unit, that their health issues are caused by mold and that the Tenants health issues are a result of the Landlord's actions. The Tenant has not established grounds to prove their health issues were caused by mold or that the Landlord is responsible for their health issues. Consequently, I dismiss the Tenants' application for monetary compensation which the Tenants are claiming because of a mold issue in the rental unit.

Further I will note that the Landlord acted responsible and in a timely manner to the Tenants concerns.

As the Tenants have not been successful in this matter I order the Tenants to bear the cost of the filing fee of \$100.00 which they have already paid.



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## Conclusion

The Tenants' application is dismissed 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*.

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Dispute Resolution Officer