



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD,FF

### Introduction

This hearing was convened in response to an application filed by the landlords seeking:

1. A monetary Order for unpaid rent and compensation for damage and loss;
2. An Order to be allowed to retain the security deposit; and
3. An Order to recover the filing fee paid for this application.

All parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Have the landlords met the burden of proving the tenants are responsible for their loss?

### Background and Evidence

This tenancy began in August 2009 and ended in August 2011. Rent was fixed at \$600.00 per month and the tenants paid a security deposit of \$300.00.

The landlords say the tenants called them on July 29, 2011 to advise that they were moving out. The tenants did not pay rent due on August 1, 2011 and the landlords served a 10 day Notice to End Tenancy for unpaid rent on August 10, 2011. The landlords say the tenants vacated sometime during the evening of August 10-11, 2011. The landlords say that to date the tenants have not provided a forwarding address. The landlords are seeking \$600.00 in rent for the month of August.

The landlords say they entered the property after the tenants vacated and noted a strong odour of marijuana. The landlords say they also noted a severe mould problem and that the tenants had never informed them that there was a mould problem. The landlords say the tenants did not clean the rental unit. The landlords say it took them 256 hours to repair and clean the rental unit themselves and they are seeking \$40.00 an hour (total \$10,240.00) for those repairs, in addition they are seeking \$1,786.51 in travel

costs to travel from their home in North Vancouver to Coombs on Vancouver Island to make the necessary repairs. In total the landlords are seeking \$20,000.00. The landlords have provided receipts for materials purchased, services performed and photographs of the rental unit. The landlords believe the tenants had a grow operation in the rental unit and this is the cause of the mould.+

The tenants say they lived in the 30 year old cabin for 2 years. The tenants say the rental unit was run down and unclean when they moved in but they accepted this and cleaned it themselves. Condition Inspection Reports were not prepared. During most of their tenancy the tenants say they did not notice any mould however in the summer they began to notice an odour and discovered mould in one of the closets. The tenants say they called the landlord about the matter and he advised them to wash the mould with bleach and water, to open windows and turn up the heat. The tenant says they followed these instructions and this did control the mould for some time but then it “blew up” again even in the winter. The tenants say the cabin is in a treed area and does not receive natural light. The tenants say that the mould problem got so bad they had become afraid of staying there and they began looking for new accommodation. They found new accommodation and decided to move as fast as possible. They agree that they did vacate the rental unit without proper notice and they did not pay rent for August 1, 2011 but they say they did so out of concern for their own safety.

The tenants witness testified that she is a property manager and she acted as agent for the landlords with respect to this tenancy and she checked out these tenants’ references and was told they were very good tenants who paid their rent on time. In fact the witness says that she found them their current accommodations and that they are ideal tenants and there has never been any concerns regarding marihuana use with respect to these tenants.

### Analysis

With respect to rent for the month of August, the tenants admit that they did not pay the rent and I find that they should have paid rent for that month. I will therefore allow the landlord a monetary award in the sum of \$600.00 for August rent. The landlord is holding a security deposit of \$300.00 and I will allow the landlord to retain this deposit in partial satisfaction of this Order and I will issue an Order for the balance owing: \$300.00.

With respect to the balance of the landlords’ claims I find that the landlords have not proven that the tenants were responsible for causing the mould in the rental unit which

caused the extensive damage claimed. I therefore dismiss the balance of the landlords' application.

I also decline to award recovery of the filing fee.

**Conclusion**

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any other Order of the Provincial Court of British Columbia.

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: April 04, 2012.

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Residential Tenancy Branch