

DECISION

Dispute Codes MNDC, ERP, PSF, LRE, O

Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for the Landlord to make emergency repairs for health or safety reasons, to provide services or facilities required by law and to control the Landlord's right to enter the rental unit.

Both parties attended the hearing by conference call and have acknowledged receiving the evidence packages filed by the other party. As such, I find that both parties have been properly served with the notice of hearing and evidence packages as deemed under the Act.

At the beginning of the hearing the Landlord clarified that the Tenant has since filing this application vacated the rental unit on June 11, 2012. The Tenant has confirmed this in her direct testimony. As the Tenancy has ended and the Tenant has vacated the rental unit, I dismiss those portions of the Tenant's application seeking orders for the Tenancy, save the monetary claim.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

The Tenant seeks a monetary order for \$11,000.00 as compensation for exposure to black mold which caused her to suffer health issues in the rental unit since the beginning of the Tenancy.

Both parties agreed that the Tenancy has been in existence for approximately 33 months. Neither party has submitted a copy of a Tenancy Agreement. The Tenant seeks ½ of the monthly rent for the 33 month period totalling, \$11,000.00, that equals \$333.33 for ½ of the monthly rent.

The Tenant claims that there has been black mold in the rental unit since the beginning of the Tenancy. The Landlord disputes this stating that the Tenant has never given any indications or concerns about black mold before she gave her warning letter to end the tenancy on May 1, 2012. The Landlord states and has provided a copy of the Tenant's letter which states that she has to end the tenancy because of issues regarding another Tenant. The Landlord also states that upon receiving a letter dated May 10, 2012 from the Tenant complaining of black mold (for the first time) that a 24 hour notice to enter the rental unit was given for an inspection. The Landlord states that an inspection was booked with "On Side Restoration" that attended on May 24, 2012. The Landlord has provided a letter from the company which states that no black mold was found during the inspection. The Tenant claims that she has medical reports that outlines that she suffers from exposure to black mold, but has not provided any documentation to support this claim.

Analysis

I find on a balance of probabilities that the Tenant has failed to support her claim. The Tenant has failed to establish how $\frac{1}{2}$ of her rent for 33 months, totalling, \$11,000.00 is justified in her monetary claim. I find that the Tenant has also failed to establish that black mold exists in the rental unit or that she suffers from exposure from such that originated in the rental unit. I prefer the evidence of the Landlord and the documentary evidence submitted by the Landlord's contractor, "On Side Restoration" which states that an inspection occurred with no evidence found of black mold. The Tenant's application is dismissed without leave to reapply.

Conclusion

The Tenant's 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*.

Dated: June 18, 2012.

Residential Tenancy Branch