

DECISION

Dispute Codes MNDC, MND, FF

Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss, for damage to the unit, site or property and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the submitted evidence of the other party, I am satisfied that each party has been properly served with the notice of hearing and submitted documentary evidence.

The hearing was adjourned from August 20, 2012 for lack of time to be continued on September 26, 2012. The adjourned hearing was then completed with both parties on September 26, 2012.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background, Evidence and Analysis

This Tenancy began on August 25, 2011. Both parties agree that a signed tenancy agreement was entered into by both parties and was for a fixed term tenancy ending on August 31, 2012 and then thereafter on a month to month basis. The monthly rent was \$2,500.00 payable on the 1st of each month and a security deposit of \$1,250.00 was paid.

The Landlord seeks a monetary order of \$6,991.15 for damage to the unit caused by mold and moisture due to the negligence of the Tenants. This consists of \$3,333.86 from the Barclay Restoration Emergency Invoice, \$341.64 for carpet underlay replacement from Westward Floors Ltd., \$2,016.00 from a contractor, Jeffrey Sorensen for the repair/replacement of drywall, painting and finishing after the mold remediation, \$300.00 for the cleaning of blinds and carpets from Coit. The Landlord explains that the

invoice for \$476.00 from contains other work that was added in addition to the repairs and is only seeking \$300.00 of this total. The Landlord is also claiming \$700.00 for supplies (gyprock, drywall mud, pro-bead, a drywall kit and drywall tape) for work that he started but could not finish. The Landlord states that he attempted to do the work himself, but failed and engaged the contractor, J.S. to complete the work. The Tenant's repeated argument is that all of the compensation being sought by the Landlord was as a result of upgrade work to make the rental desirable for sale. The Landlord disputes this.

The Landlord claims that the Tenants ignored repeated warnings that the heating system and the automatic ventilation system must always remain on. The Landlord states that this was provided in an orientation on August 25, 2011 at the beginning of the Tenancy and again on February 29, 2012 and on March 23, 2012. The Tenant disputes this stating that they were never notified of this. The Landlord states that he and the building manager, N.P. provided this information to the Tenants. The Tenants dispute this. The Landlord has submitted a letter from the Building Manager, N.P. in support of the notification at the beginning of the Tenancy. The Landlord states that the unit has been around for 6 years with no problems until these Tenants moved in. The Tenants stated in their direct testimony that they use the fireplace as their primary form of heating the unit because their monthly electricity bills were too high. The Tenants have submitted a "Survey of BC Hydro Bills" which they state is a comparison of 3 other units in the building and their Hydro Bills from October to March.

I find that the "survey" provided by the Tenants fail to provide sufficient evidence to make a comparison of the Hydro Bills. Other than the unit numbers and the amount for each time period, there is insufficient details to make a comparison. The Landlord has submitted an invoice from Barclay Restorations for "mold remediation" for \$3,333.86. The Tenant argues that this was not repair work, but that it was for upgrading the rental unit for sale. The Landlord disputes this claim and refers to the invoices submitted. I find based upon the evidence submitted by both parties on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. The Landlord has established a claim that the moisture/mold was caused by the negligence of the Tenants. The monetary claims from the Landlord for \$3,333.86(emergency restoration), \$341.64(carpet underlay), \$2,016.00 (contractor repairs) and \$300.00 (blind and carpet damage) have been established for a total of \$5,991.50 for the remediation of the rental unit from the moisture/mold damage.

I find that the Landlord has only established a claim for the \$75.77 based upon the evidence (receipts/invoices) submitted for materials for his repair of the rental unit.

The Landlords claim of \$400.00 for 8 hours @ \$50.00 for his own time for the repairs has not been established. The Landlord has failed to provide sufficient evidence to satisfy me that what if any work was performed by him for this claim. The \$300.00 amount for a strata fine incurred from the Tenants for the move-in has been established. The Landlord submitted a copy of a cancelled cheque for \$300.00 to the Strata for Tenant's move-in.

The Landlord has established a total monetary claim for \$6,267.27. The Landlord is also entitled to recovery of the \$100.00 filing fee. During the second part of the hearing, both parties agreed that the Tenancy was at an end and as such, I order that the Landlord retain the \$1,250.00 security deposit in partial satisfaction of this claim and I grant a monetary order under section 67 for the balance due of \$5,117.27.

Conclusion

The Landlord is granted a monetary order for \$5,117.27.
The Landlord may retain the \$1,250.00 security deposit.

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: October 9, 2012.

Residential Tenancy Branch