



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, ERP, MNDC and FF

Introduction

This application was brought by the tenants seeking remedies and monetary compensation arising from the discovery of airborne allergens due to water intrusion into the rental unit shortly after the tenancy began.

Issue(s) to be Decided

This matter requires a decision on whether orders for emergency and general repairs are required and whether and in amount the tenants may be entitled to monetary compensation for loss of quiet enjoyment.

Background and Evidence

This tenancy in a three-bedroom apartment in a strata-titled building began on September 7, 2012 under a one year fixed term agreement. Rent is \$2,700 per month and the landlord holds a security deposit of \$1,350.

One of the tenants, S.J.D., gave evidence that he is sensitive to environmental contaminants, and began to feel respiratory discomfort shortly after moving in. He advised the landlord's agent on September 12, 2012 who made arrangement to have the carpet in the master bedroom steam cleaned and who subsequently offered to have it replaced. The agent also agreed to waive the fixed term agreement if the tenants wished to vacate.

In the interim, as a cautionary move, the tenant engaged a professional company to conduct an assessment. The report submitted into evidence verified substantially elevated levels of airborne substances associated with mold, the source of which was found adjacent to an outside wall below a window.

The other tenant, J.R.C., remains in the rental unit but gave notice on October 31, 2012 to end the tenancy on November 30, 2012.

The matter of remediation of the water intrusion through the outside wall has been taken over by the strata corporation.

Settlement Agreement

During the hearing, as provided for by section 63 of the *Act*, the parties crafted the following settlement agreement:

1. The landlord agreed to waive the \$2,700 rent for November 2012 - which had not been paid at the time of the hearing - in compensation for the loss of quiet enjoyment arising from the mold;
2. The tenants accepted the free month's rent in full and final settlement of their claim and stated that they are confident they can allocate that benefit between themselves.

The security deposit remains to be disposed of in accordance with section 38 of the *Act*.

The parties are commended for their mutually respectful and considerate approach to resolving this dispute.

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: November 05, 2012.

Residential Tenancy Branch