



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND and FF

### Introduction

This hearing was convened on an application made by the landlord on February 4, 2013 seeking a Monetary Order for \$1,904 for replacement of the bathroom sink countertop and base cabinet due to mold that could not be removed at the end of the tenancy.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order as requested taking into account whether the damage has been proven, whether it is attributable to the tenants, normal wear and tear and reference to move-in and move-out condition inspection reports.

### Background and Evidence

This tenancy began on June 21, 2011 and ended October 26, 2012. Rent was \$1,250 per month and disposition of the \$625 security deposit was addressed in a previous hearing on the tenant's application.

During the hearing, the landlord's representative submitted the condition inspection reports, photographs and a professional estimate for the cost of replacing the countertop at \$784 and, if replacement were to result in damage to the cabinet, an additional \$1,120.

The estimate notes that the counter top is a material known as travertine.

The condition inspection reports and the photographic evidence substantiate that there was residual mold in the countertop at the end of the tenancy that was not there when it began.

Both parties gave evidence that they had attempted to clean the countertop with a variety of cleaners, but that despite those efforts, visible mold remained.

The landlord's representative stated that, on a number of occasions, the tenants had been cautioned to be sure the countertop had been dried after each use.

### Analysis

As the need to replace the cabinet was conditional on the possibility of damage to it during replacement of the countertop, I could not consider a monetary award on damage that has not occurred and may not occur.

Furthermore, I note that the material used on the countertop, travertine, is a somewhat exotic, highly porous limestone more commonly used on floors. Due to its porosity, the travertine would have to be treated with a sealant from time to time in order to remain suitable for use in a water exposed application. Otherwise, it is inevitable that moisture will remain in the pores, irrespective of general wiping after use, creating a medium for mold growth.

I find that ensuring that the countertop remained properly sealed falls within the landlord's responsibility to maintain the rental unit under section 32 of the Act.

Therefore, the application is dismissed without leave to reapply.

### Conclusion

The application is dismissed without leave to reapply as the landlord has not proven that the damage claimed was the fault of the tenants.

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 26, 2013

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Residential Tenancy Branch

