



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vandy Developments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, RP, ERP and RR

### Introduction

This hearing was convened on an application by the tenant seeking a monetary award for damage to her personal property, repairs, emergency repairs and a rent reduction on a concern of mold intrusion in the rental unit.

### Issue(s) to be Decided

Are orders in support of the remedies sought by the tenant warranted based on the evidence submitted?

### Background and Evidence

Although she has lived in the building longer, the tenant moved in to her present suite on February 1, 1998. Rent is \$870 per month with a pending increase to \$903 and the landlord holds a security deposit of \$325.

During the hearing, the tenant stated that she had made application as she was concerned that the moisture intrusion into her rental unit could be deleterious to her health and merited more intense investigation. In addition, she stated that the odour had contaminated some of her personal belonging for which she sought compensation.

The landlord submitted evidence showing that the staff handyman and responded a since the tenant's first reports on June 26, 2012 and January 6, 2013 number of times and had not found signs of moisture intrusion or mold in the rental unit.

When the tenant's concerns persisted, the landlord had engaged a consulting engineering firm which found moisture content in the gypsum walls to be within the acceptable range. While it found the inside of the exterior cladding of periodic concern, it had not affected the interior.

The landlord also had the unit examined by a professional home inspection firm which found no mold growth, odours or surface discoloration.

Subsequently, the landlord employed a mold test kit in the rental unit which showed no mold growth beyond the norm.

Finally, at the request of the tenant, the city's building inspection unit had enquired into the condition of the rental unit and had been satisfied with the landlords initiatives.

While the tenant was vacationing at the time of the hearing and had not had the opportunity to study the landlord's substantial documentary evidence, she stated that she had been reassured by the reports and withdrew all claims.

### Conclusion

After considering the landlord's evidence, the tenant withdrew her claims.

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: May 21, 2013

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Residential Tenancy Branch