



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 0

Introduction

This is an application for payment of damages, expenses, and costs due to mould and air quality in the rental unit.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the applicant entitled to compensation as a result of a moisture and mould issue in the rental unit?

Background and Evidence

This tenancy was to begin on July 1, 2013, however the landlord allow the tenant to move in earlier, and as a result the tenant started moving in on June 27, 2013; however she did not sleep in the unit until July 2, 2013.

The landlord was out of town until July 5, 2013, however when she contacted the tenant on July 5, 2013 the tenant informed her that the suite had a severe mould problem in the basement and it was uninhabitable.

The landlord contacted a building inspector on July 7, 2013 the inspector attended the unit and found that there was higher than normal moisture readings at the base of the walls in the basement, there was a basement musty smell, and humidity readings were also higher than normal.

The inspector stated that the problem was likely caused by a combination of factors:

- a) The oversaturation of the carpets during carpet cleaning in early June 2013.
- b) Negative sloping of grade on the perimeter around the foundation of the building at the north exterior and around the Northeast corner.
- c) Heavy rainfall two weeks earlier would have been carried towards the basement by the negative site grades.

Both the landlord and the tenant agreed that prior to this incident there had been no indication of any moisture problems in the rental unit and that there was no way that the landlord could have foreseen the moisture problem that occurred.

Analysis

It is my finding that, in this case, the mould problem was not the result of any willful or negligent actions on the part of the landlord, and therefore the landlord cannot be held liable for the damages that resulted from this unforeseen problem.

Had the landlord been aware of a moisture problem in the rental unit, and rented the unit anyway, then the applicant would've had a claim for damages, however the landlord testified that the unit had been rented before and had never had a moisture issue and therefore there was no way for her to know that this moisture problem was going to occur.

The landlord therefore has no obligation to compensate the applicant for the damages that resulted from this moisture/mould issue.

If the landlord chooses to compensate the applicant, she certainly has the right to do so, and in this case it appears she has compensated the applicant in the amount of \$2000.00, however it's my decision that I will not issue an Order for any further compensation.

Conclusion

This application for compensation 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: September 24, 2013

Residential Tenancy Branch

