



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC and O

Introduction

This hearing was convened on the tenant's application of May 6, 2013 seeking a monetary award of \$8,500 for loss or damage under the legislation or rental agreement. Specifically, the tenant claims mold or mildew in rental unit had a detrimental effect on her health and left odours in her clothing and furnishings.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as requested?

Background and Evidence

This tenancy ran from May 1, 2012 to April 30, 2013. Rent was \$950 per month and the landlord had held a security deposit of \$475.

At the commencement of the hearing, the landlord's representatives advised that they had been served only with the Notice of Hearing and no other evidence, not even a copy of the tenant's application.

The only evidence the tenant claimed to have sent is what she referred to as a "pee pad", an absorbent pad as is used in hospitals which she said she sent by registered mail to the branch on July 26, 2013, too late to be accepted as evidence for the hearing.

In brief, the tenant stated that she had left the tenancy because the odour of mildew and mold in the crawl space had permeated her rental unit, and has left her furnishings and clothing malodorous.

The tenant stated that she had not advised the landlord of her concern in writing because she believed she might be evicted if she complained.

The tenant stated that the man who conducted the move-out condition inspection had agreed with her about the odour, but the landlord's representatives stated that his written report stated he could not detect any odour as reported by the tenant.

The landlord's representative stated that she had sent another staff member to go in to the crawl space to check further, but he too reported back that he detected no unusual odours. The representative stated that she would have provided written corroboration, but as she had not been informed of the tenant's claim, she had not been able to prepare an appropriate response.

Analysis

In order to sustain a claim of the size and type made by the tenant, she would first have to have proven that the claimed damages existed, that she had requested remediation in writing in a timely manner and that she had generally done whatever is reasonable to minimize her loss as required by section 7(2) of the *Act*. In addition, she would have to demonstrate that the amount claimed is reasonable.

The tenant has submitted no such evidence. Therefore, the application is dismissed without leave to reapply.

Conclusion

The application is dismissed without leave to reapply for want of evidence.

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: July 30, 2013

Residential Tenancy Branch