



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** O

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for a monetary order for compensation for damage to his belongings and health problems caused by mould and for moving expenses.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

### **Issues to be decided**

Is the tenant entitled to his monetary claim for compensation?

### **Background and Evidence**

The tenancy started in October 2005 and ended on September 30, 2011. The rental unit was a suite located in the basement of the landlord's home. The landlord lived upstairs.

The tenant made this application on September 20, 2013, just ten days shy of the legislated timeframe within which a tenant can make application for dispute resolution of matters pertaining to the tenancy.

The landlord stated that the tenant hoarded huge amounts of items inside the rental unit and he gave the tenant several verbal warnings to reduce the clutter. In 2007, the landlord had hired a contractor to clean the vents. The clutter in the rental unit hampered the work. The landlord also stated that he tenant had plants that were contributing to moisture build up in the suite. The landlord took photographs and filed these photographs into evidence. The photographs support the landlord's verbal testimony.

In May 2011, the landlord served the tenant with a notice of rent increase. The landlord believes that the tenant got upset and problems started from then on. The tenant denied that the rent increase had anything to do with the issues at hand.

On August 31, 2011, the tenant gave the landlord written notice to end tenancy effective September 30, 2011. The letter informed the landlord that the reason for his move was that there was mould inside the rental unit. The tenant also stated that he was using the security deposit as rent for the final month of tenancy.

The landlord stated that the letter was the first time that the tenant had indicated that there was mould inside the rental unit. On September 22, 2011, a week prior to the move out date, the tenant hired a professional company to conduct a mould inspection inside the rental unit. The tenant filed a copy of the report that confirms the presence of mould in the rental unit.

The tenant stated that he started having all sorts of respiratory problems including asthma. He stated that he had to throw away his furniture because it was covered with mould. The tenant also filed photographs to support his testimony. The photographs confirm the presence of mould inside the rental unit. The tenant did not file documentary evidence to support his testimony about the health problems or the damage to the furniture that he stated were caused by the presence of mould.

The tenant is claiming \$5,500.00 as compensation for the damage to his property, ill effects to his health and for the cost of moving.

### **Analysis**

Section 6 of the *Residential Tenancy Policy Guideline*, states that a landlord would normally be held responsible for a problem, if he was aware of a problem and failed to take reasonable steps to correct it.

In this case, the landlord was notified of a problem by the tenant on August 31, 2011 which was also the date that the tenant gave the landlord notice to end the tenancy. Based on the documentary evidence filed into evidence and the verbal testimony of both parties, I find that the tenant did not give the landlord an opportunity to rectify the problem. The tenant may have some health issues but did not provide information from his doctor confirming that his health problems were directly linked to the presence of mould inside the rental unit.

The tenant did not file adequate evidence to support his claim for the replacement of his furniture and other belongings that were allegedly damaged by mould.

Based on the evidence and testimony of both parties, I find that mould was present inside the rental unit. However, I further find that the tenant did not inform the landlord about the mould until he decided to move out, thereby not giving the landlord an opportunity to address the problem. Accordingly I find that the tenant has not proven negligence on the part of the landlord.

In addition, I find that the tenant has not proven that the mould present in the unit was the cause of his health problems. The tenant did not file adequate evidence to demonstrate that his belongings were destroyed by mould. I further find that the tenant's lifestyle may have contributed to the presence of mould.

For all the above reasons, the tenant's claim for compensation is dismissed.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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 21, 2013

---

Residential Tenancy Branch

