



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

The tenants apply for a monetary award of damages for having to vacate the premises due to the existence of mold in the rental unit.

### Issue(s) to be Decided

Does the relevant evidence adduced at hearing show, on a balance of probabilities, that the tenants are entitled to the relief requested?

### Background and Evidence

The rental unit is a one bedroom apartment in twenty unit apartment building. The tenancy began in June 2013. The monthly rent was \$750.00. It is apparent that the landlord is the respondent Mr. R.W., the owner of the building. The respondent Ms. S. N. is the manager of the building and is not party to any tenancy agreement with the applicant tenants.

The landlord holds no deposits.

According to the tenants, in late November or early December they notice mold in the upper portion of a wall in the bedroom closet. It was also along the ceiling. The tenants adduced a photo of what appears to be mold or mildew in that area. They say they reported it immediately to the manager Ms. S.N. and told her they would be leaving immediately. They also gave their written notice to end the tenancy.

Ms. S.N. testified that it was the other way around. She says the tenants contacted her to say they were buying a condo and were moving out. Only later, in their notice letter did they mention the mold.

The tenants did not stay another night in the rental unit. They moved in with Mr. C.'s mother and, in early January, moved into a condominium they had just purchased. They completed moving their belongings from the apartment at the end of December.

### Analysis

I find I must dismiss the tenants' claim.

I find that though no expert has determined that the dark spots in the closet are mold, and though the landlord's renovation man Mr. G. McD. did not use the word mold, the area in the photo likely shows mold on the wall. It is likely that the area was perpetually cold and dark and coupled with the malfunctioning air circulation system discovered by Mr. McD., was prone to high humidity.

The extent of the mold as shown by the tenants at this hearing was far less than the extent of growth mandating abandonment of the premises. There is no evidence that this was a harmful or health threatening mold. The small area affected could have been attended to with only minimal inconvenience. Repair of the air circulation system may have solved future humidity problems.

The tenants' were not entitled to end the tenancy because of this mold growth. Their proper course was to notify the landlord, permit inspection and remediation. If the landlord failed to carry out those obligations then the tenants' response would have been to apply for a repair order and for damages.

### Conclusion

The application is dismissed.

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 07, 2014

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Residential Tenancy Branch

