



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for money owed or compensation for damage or loss.

The tenant and the landlord attended, each party confirmed that they had received the other party's evidence and neither party raised any issues regarding service of the application or the evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation?

Background and Evidence

These parties have been in two previous dispute resolution hearings, one on the landlord's application for monetary compensation, in which his application was dismissed and he was ordered to return the tenant's security deposit. On the tenant's application for monetary compensation, her application was dismissed with leave to reapply for failure to provide particulars as to her claim.

This present application is the tenant's reapplication for monetary compensation, and her monetary claim is in the amount of \$1088.61, for various expenses relating to her allegation that the rental unit was unlivable, as noted in her documentary evidence. These expenses were for the costs of fuel, storage, moving, and food costs.

In the Decision of December 2, 2013, on the landlord's application, a determination was made that this tenancy was to start on September 1, 2013.

In support of her application, the tenant submitted that when she began moving her personal property into the rental unit on August 31, 2013, as the former tenants were vacating that date, mould was discovered in the rental unit. The tenant submitted that she could not previously see the mould as the former tenants were not yet moved out.

The tenant submitted further that she has asthma and is allergic to mould, so much so that she had to move out, which she began that process the next day.

The tenant submitted further that as she was forced to move from the rental unit due to the mould, the landlord should be responsible for her moving, storage, fuel, and food costs.

The tenant stated that she notified the landlord of the mould, after she had made the decision to move out and while her personal property was being removed.

The tenant confirmed no other notice was given to the landlord.

Landlord's response-

The landlord submitted that he had agreed to meet the tenant at the rental unit on August 31, 2013, but as the former tenants were still moving out, he agreed with the tenant to meet in an hour. Upon his return, the landlord submitted that the tenant's belongings blocked the doorway and he could not get in.

That night, according to the landlord, the tenant sent him a text message stating that the paint was deficient, and he agreed to meet the tenant the next day to go over the rental unit and talk about the paint.

The landlord submitted further that the tenant was not at the rental unit at the agreed upon time, tried to text message the tenant, and that when he came back at about 3:00, the tenant's father was there, speaking for the tenant, and moving the tenant's personal property.

The landlord submitted further that at no time was he given an opportunity from the tenant to address any issue with the rental unit, that there was only some painting to do in the bathroom, and one small patch of mould, which could be easily removed.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the

applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. The tenant has not identified any specific health, safety and housing standards required by law that the landlord may have contravened.

I also considered that the tenant has failed to produce evidence that she requested the landlord to address an existing repair or remediation issue.

Where a tenant requests repairs, the landlord must be afforded an opportunity and a reasonable amount of time to take sufficient action. As the tenant confirmed that she did not make any requests of the landlord, only a notification that she was moving out, I do not find that the landlord's actions or response were insufficient.

I therefore find the tenant submitted insufficient evidence that the landlord has violated the *Act*, and I therefore dismiss the tenant's application, without leave to reapply.

Conclusion

For the reasons provided, the tenant's application 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: November 6, 2014

Residential Tenancy Branch

