



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes olc, erp, rp, rr, ff

Introduction

The tenants apply for an order for repairs.

Issue(s) to be Decided

Are the tenant entitled to an order that the landlord repair the premises?

Background and Evidence

The male tenant's written submissions and testimony are summarized as follows:

The tenants rent a rancher style house, located on a ½ acre. The tenancy began August 19, 2014. Rent is due on the 1st day of each month, as required in the tenancy agreement in the sum of \$1,750.00 per month. Within a month of moving in, the tenants discovered mold growing in the structure of the home, and on their possessions. The landlord initially provided suggestions as to ways the tenants can reduce mold growth, but these have all proven ineffectual. The landlord is avoiding his responsibilities. The tenant seeks to have the mold issue fully addressed by a reputable contractor specializing in mold remediation.

The landlord's written submissions and testimony are summarized as follows:

The house is about 75 years old, and no guarantee was ever given to the tenants that the house was in good working order. He has provided guidelines to the tenants to follow to ensure that mold is controlled. If there is a mold issue, it is a result of the tenant's lifestyle choices, such as not maintaining heat, or using proper ventilation, or not following these guidelines. After the previous tenants complained of mold, he had the air quality in the home tested with an ozone machine, and the air quality was good.

Analysis

Section 32(1) of the Act requires that a landlord must provide and maintain the premises in a state of repair that complies with 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.

Section 32(2) requires that a tenant maintain reasonable health cleanliness and sanitary standards throughout the rental unit.

An old house may lack certain features found in a new home, but nevertheless can be suitable for occupation. However, there are some health standards that apply to any home, regardless of age, and one of those is the control of water leakage or excessive moisture entering a home, which inevitably will translate into mold issues. Regardless of the age or condition of the home, it is not open to landlord to expect tenants to live in an environment that is potentially hazardous to their health. It is widely known that some molds are a definitive health risk to occupants, and accordingly once mold is detected, it is critical to ensure that proper knowledge is obtained as to why the mold is growing, and what steps are appropriate to remove the existing mold, and to prevent further incursion of mold.

In this case, there are two critical factors that satisfy me that the request by the tenants in this case is legitimate, and that steps of the nature set out above are required to be undertaken by the landlord in this case:

- The former tenants also complained of mold. This suggests that the issue transcends the current tenants' lifestyle choices. This problem pre-existed their tenancy.
- The mold issues were evident to the current tenants within a month of the start of their tenancy. The tenancy began in the summer, a time when external moisture issues should be at their lowest, yet mold developed. The cause of mold that develops so quickly most likely predates the tenancy, and is more likely to suggest a structural issue for which the landlord is liable, as opposed to a lifestyle issue or damage caused by the tenants..

Accordingly, I order that the landlord begin immediate steps to address the rectification of this mold issue, which steps shall include the following:

1. A thorough analysis shall be undertaken of the home structure, to assess and isolate the causes of the mold growth. This must be done by a qualified and certified specialist in mold remediation, at the landlord's expense. This assessment must be initiated immediately, and must be completed no later than January 15, 2015. Although not mandatory, it is suggested that the landlord seek the tenants' approval as to the credentials of the company used for this purpose.
2. A written report must be obtained from the company that assesses the home, and a copy of this report shall be provided to the tenants at the same time it is made available to the landlord. If a report of this nature is not provided to the tenants by January 15, 2015, the tenants are at liberty to themselves arrange for an assessment of the premises of the nature set out in paragraph 1 above. The tenants will be permitted to recover the costs of such assessment (to a maximum of \$800.00), by way of a reduction of those costs from a future month's rent, or alternatively by way of payment to them by the landlord.

3. The landlord shall attend to all mediation work required in the report to address all structural issues in the home that are related to the mold growth. All such work must be initiated immediately following the receipt of the report, and in any event must be completed no later than February 15, 2015. Should repairs be stipulated in the report, but not completed by the landlord by this date, the tenant may consider those repairs to be emergency repairs as provided in the Residential Tenancy Act, and may take the steps set out in the Act to ensure the completion of those repairs.

I am unable to assess to what degree the tenants have been proactive in preventing mold from spreading to their own clothing or possessions, or what steps they have taken to inhibit such damage. I therefore order that the tenants and landlord must equally share the costs of removal of mold from the tenants' possessions. This removal shall be initiated by the tenants, and they shall provide the landlord's with a copy of the invoice of any costs they incur. Should the landlord fail to pay his 50% portion, the tenants are at liberty to deduct such amount from future rental payments.

The landlord is also ordered to reimburse the tenants' filing fee of \$50.00. Should payment not be made by the time of the next month's rent, the tenants are at liberty to deduct this sum from the next rental payment.

Conclusion

The landlord must effect repairs to remediate the mold issue immediately.

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: December 16, 2014

Residential Tenancy Branch

