



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RP, FF

### Introduction

This matter dealt with an application by the Tenants for compensation from the Landlord for loss or damage under the Act, regulations or the tenancy agreement, to make repairs to the unit, site or property and to recover the filing fee for this application.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by placing the hearing package on the Landlord’s porch on March 19, 2015. The Landlord acknowledged the receipt of the Tenants’ hearing package. Based on the evidence of the Tenant and Landlord, I find that the Landlord was served with the Tenant’s hearing package and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage and if so how much?
2. Are repairs needed to be done to the unit?

### Background and Evidence

The Tenant said they moved into the unit in the last week of August, 2013 and the tenancy agreement states the tenancy started on September 1, 2013 as a month to month tenancy. Rent is \$900.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$450.00 at the start of the tenancy.

The Tenant said there are a number of issues that they would like the Landlord to deal with regarding this tenancy. The first and most important is that the Tenants believe they are paying excessive hydro bills. The Tenant said they have applied for compensation of \$4,000.00 which was an estimate of their total hydro bills paid to date. The Tenant said the actual amount is \$3,566.67. The Tenant continued to say they would like the Landlord to contact hydro and an independent electrician to do inspections of the rental unit to determine if the hydro usage is appropriate or if there are any electrical problems. The Landlord said he has contacted Hydro and he was told the Tenants are the only ones that can deal with the issue as they are the contract

holder. Further the Landlord said he has tried to schedule a meeting with the Tenants to inspect the unit but they have not returned his call to set up a time and date. The Landlord said he is willing to go through the Tenants' concerns as indicated in his letters of March 3 and 7, 2015. The Tenant said she did not know it was her responsibility to contact Hydro, but she will and she will pay the \$100.00 fee for the hydro inspection of the meter and the rental unit.

The Tenant said the second issue is that there are mold issues on the windows and in the bathroom, laundry and one of the bedrooms. The Tenant said she has sprayed the mold with bleach but she is unable to clean parts of the windows because the windows are taped up. The Tenant said the mold is a health hazard to her and her family.

The Landlord said the Tenant has an obligation to clean and maintain the rental unit and mobile homes do develop mold if not cleaned regularly. The Landlord said he cleans the windows and any areas that mold collects in his mobile home at least every 6 months. The Landlord continued to say that when a meeting can be arranged with the Tenants he will review the mold issue with them.

The Tenant continued to say there are issues with a number of the appliances in the unit. The Tenant said the washer and dryer do not work properly and the fridge runs continuously. The Tenant said she believes these problems may contribute to the high hydro bills.

The Landlord said the tenancy agreement in clause #4 states there is no furniture or appliances include in the rental. The Landlord said the appliances in the unit are his and he allows the Tenants to use them, but if they break down he is not responsible to fix the appliances or replace them. The Tenant said she did sign the tenancy agreement and she is not disputing clause 4 of the agreement.

The Tenant said there are some other repairs that need to be done as well. The repairs include weather stripping on the doors, the light in the bedroom is hissing and the furnace should be looked at.

The Landlord said that he will review all these items when the Tenant agrees to a time and date for an inspection.

The Tenant said that they would like the inspection to include an independent electrician to inspect the rental unit.

The Landlord said in closing that the two previous tenants did not mention high hydro costs so he does not believe it is a result of the unit but may be a usage issue. As well the Landlord said the mold issue can be resolved by proper and frequent cleaning.

The Tenant said in closing that they would like to work with the Landlord to resolve these issues. The Tenant continued to say she cannot clean all the areas where the

mold is because some of the windows are taped up and she is worried that if she breaks something she would be responsible for it.

### Analysis

With respect to the Tenants claim for excessive hydro costs that may be attributed to the rental unit, the Tenants have not provided evidence that explains their loss. The Tenants have provided their hydro bills and the Tenants have claimed the full amount of all hydro bills paid in an amount of \$3,566.67 over the 19 months of the tenancy. It is not reasonable for the Landlord to pay the full amount of hydro bills unless the tenancy agreement includes hydro costs which this tenancy agreement does not. It is the Tenants responsibility to show the amount of excess hydro costs over normal operating costs and then prove that it happened solely because of the Landlord's action or inaction. The Tenants have not provided evidence to establish grounds that the Landlord has caused excessive hydro costs.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Tenants have not proven a loss. Further the Tenants have not verified the loss or proven the Landlord is solely responsible for the loss. I dismiss the Tenants claim for excessive hydro costs of \$4,000.00 with leave to reapply.

Section 32 of the Act says (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

In regard to the mold issue the Tenants must prove there is a mold issue and that it is the result of the Landlord's action or inaction. The Tenants must also prove they have

taken the necessary action to control or correct the mold issue. The Tenant said the mold is a result of the condition of the rental unit and the Landlord says the mold is a result of the Tenants not cleaning the unit. I find the cause of the mold issue is unclear and is unproven by either party. Therefore I find the Tenants have not established grounds to receive an order to deal with the mold issue.

Further the Tenants are claiming for the Landlord to repair or replace the appliances in the rental unit but as the appliances are not included in the tenancy agreement and therefore are not covered by the Residential Tenancy Act; I dismiss the Tenants claim for the repair or replacement of the appliances in the rental unit.

With respect to the inspection of the rental unit for hydro issues and for repairs; I order the following.

1. The Tenant is responsible to contact Hydro to inspect the meter and the hydro usage of the rental unit. The Tenants are ordered to share this report with the Landlord. Both parties are at leave to make applications for dispute resolution based on the findings of the Hydro report.
2. The Parties are ordered to conduct a site meeting at the rental unit prior to May 15, 2015 to review and make arrangements to deal with the repairs issues requested in the Tenants' application. As well the Landlord is ordered to have an independent electrician attend the site inspection and make a report on the condition of the electrical state of the rental unit. The Landlord is ordered to share the electricians report with the Tenants. Both parties are at leave to make applications for dispute resolution based on the electricians report.

As the Tenant has only been partially successful in this matter I Order the Tenant to bear the cost of the filing fee of \$50.00 which they have already paid.

Conclusion

The Tenants' monetary claims are dismissed with leave to reapply due to lack of evidence.

A site inspection is ordered as above by May 15, 2015.

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: April 20, 2015

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Residential Tenancy Branch

