



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORTHERN PROPERTY REALTORS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, RP, RR. O

### Introduction

The tenant applies for a variety relief related to the existence of “verdigris” in the rental unit.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant is entitled to any of the relief requested?

### Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in November 2013. The tenant indicates that he will be vacating the premises as of August 31, 2015.

The monthly rent is \$710.29. The landlord holds a \$347.50 security deposit.

The tenant says that there is a green build up inside his bathtub and sink. He considers to be verdigris, which has a dictionary definition as, “a bright bluish-green encrustation or patina formed on copper or brass by atmospheric oxidation, consisting of basic copper carbonate.”

He says he is familiar with verdigris and that it is toxic. He says that it has caused an acne buildup on his chest. He says it started about two years ago. At his request the landlord had the stain tested but the tenant says he has not been given the results.

The tenant also claims there is mould in the window tracks in the premises. He says it fell onto his pillow and caused him to have respiratory problems. His doctor told him that his Eustachian tube was clogged and gave him nasal spray.

The landlord's representative denies that the tenant's water has been tested. She says the landlord has not had any complaints. She says the local government water person informed her that copper from pipes is not a health concern.

She's never heard about mould in the tenant's suite.

### Analysis

In order to pursue his claim that the rental unit water or verdigris is bad or unhealthy the tenant is expected to provide some authoritative analysis or opinion to prove that fact. He has not. I have no cogent evidence to show that verdigris causes harm. The tenant's claim regarding verdigris must be dismissed.

The tenant has not raised the issue of mould in his application. He has not filed any evidence. The landlord has not had fair warning that mould would be an issue at this hearing and has not had an opportunity to prepare for that allegation. In these circumstances I decline to consider the tenant's claim that there is mould in the suite. I grant him leave to re-apply in that regard if he wishes.

### Conclusion

The tenant's 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: August 28, 2015

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Residential Tenancy Branch

