



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with the tenants' application for monetary compensation for damage or loss under the Act. One tenant, the landlord and counsel for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on September 1, 2014. The tenant stated that shortly after moving in, her infant son got really ill. The tenant stated that they found mould and the carpet was damp. The tenant stated that they informed the landlord of the mould, and he came with a bucket of bleach and cleaned everything off. The tenant stated that the landlord asked the tenants to keep windows open, but they did not do so because it was winter.

The tenant stated that the mould was gone for about two months but then it returned. The tenant stated that the bottom of her son's crib was thick with mould and his clothes

were mouldy. The tenant stated that the landlord did not want to deal with it. The tenant stated that they had to take their son to the hospital from April 3 to 13, 2015, and on May 1, 2015 they moved out. The tenants have claimed compensation of \$820.41. The landlord's response was that the tenants created the mould situation themselves. He stated that the temperature in the suite was very hot, like a sauna, and it needed to have some air flow. The landlord stated that there was no mould, it was built-up moisture that cleaned right off with bleach. The landlord stated that he did everything he could to alleviate the problem, and he was always there when things needed to be done.

### Analysis

I find that the tenants are not entitled to monetary compensation. They did not submit sufficient evidence to establish that the mould was caused by the landlord's breach of the Act. Further, they chose to move out of the rental unit rather than make an application for an order for repairs.

### Conclusion

The application of the tenants 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: September 28, 2015

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Residential Tenancy Branch

