



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on October 1, 2014 and ended on March 15, 2015 when the Tenant returned the keys to the unit. Rent of \$950.00 was payable monthly. No security deposit was collected by the Landlord.

The Tenant states that sometime after December 2014 the basement flooded and mold appeared throughout the house. The Tenant states that he lost his clothes, food, electronics and any furniture that had cloth. The Tenant states that he was in an accident on February 3, 2015 and while in the hospital arranged for an electrician to attend the unit to make some repairs. The Tenant states that the electrician refused to make any repairs due to the flood. The Tenant provided an invoice from the electrician

noting the problems with the unit. The Tenant states that when he got out of the hospital he returned to the unit, took photos and moved his belongings that were salvageable. The Tenant states that he paid rent for March 2015 and has the receipts to prove this. The Tenant states that his scooter was damaged by the mold and cost him approx. \$500.00 for its repair. The Tenant provided a receipt for \$520.00. The Tenant states that he spent \$5,000.00 on replacement furniture and clothing.

The Landlord states that prior to this tenancy the city warned the Landlord about shutting down the house so the Landlord had to spend money to have a company test the air quality of the unit to ensure its safety. Although the report from this inspection indicates an inspection for methamphetamine residue, the Landlord denies that a meth lab was previously in the unit. The Landlord states that he spent \$4,000.00 repairing the unit and even gave the Tenant a rental rate lower than the usual rate of \$1,250.00. The Landlord states that the Tenant must have caused the mold and that the Tenant never told the Landlord about the presence of mold. The Tenant states that the Landlord was present when shown the mold on the fridge before the electrician had been called.

The Landlord states that the Tenant did not lose anything as his made claims on his insurance and that the Tenant was not at the unit most of the time. The Tenant states that he did make a claim on his business insurance in relation to business equipment that had been stored in a shed on the property and that went missing but that no claim was made in relation to the mold damaging his personal property. The Tenant reduces his claim to \$10,000.00.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results.

Given the photos of the unit and the electrician report I find that the Tenant has substantiated that the unit developed mold and that this mold damaged his belongings. I accept that the Landlord knew of the problems with mold affecting the fridge and that this occurred prior to the Tenant returning from the hospital. I also find that the Landlord did nothing to repair or remediate the mold when first reported. As a result I find that the Tenant has substantiated that the Landlord's negligence caused the Tenant a loss. However I find that the Tenant has not sufficiently substantiated either the items lost or their value other than in relation to the scooter. There is one photo of an obviously old sofa and although damaged the value lost would be negligible. As a result I find that the Tenant has only substantiated **\$520.00** for the costs to repair the scooter. As the Tenant has had some success I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$570.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$570.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 18, 2015

Residential Tenancy Branch

