



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 425822 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, RR

### 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;
2. An Order for the Landlord’s compliance - Section 62; and
3. An Order for a rent reduction - Section 65.

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 compensation?

### Background and Evidence

The tenancy started in 2002. Rent of \$1,055.00 is payable monthly.

The Tenant states that in April 2016 the Tenant noticed that mold had appeared in the closet and had stained clothing that was stored there. The Tenant states that the Landlord was informed immediately. The Tenant states that the Landlord inspected the closet and clothing immediately and told the Tenant to launder the clothes. The Tenant understood that the laundry costs would be paid by the Landlord. The Tenant states that the clothes were taken to a drycleaner. The Tenant submits the bill and states that in error the wrong year was placed on the bill. The Tenant states that after the mold

was reported the Landlord only cleaned and painted the closet. The Tenant claims \$446.25.

The Landlord states that the closet was wet from a leak that had previously occurred in the upper unit and that all repairs were done to that unit some time ago. The Landlord states that a plumber advised that all was fine and dry in the closet. The Landlord states that the clothes were kept in a travel bag that became wet from the leak. The Landlord states they should not have to pay for the costs to clean the laundry as the Tenant failed to report the issue with the clothes sooner. Further the Landlord states that there was no mold and that only a few pieces of the clothing were stained with small black stains and the remaining items were simply wet.

### Analysis

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the 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 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 and the Landlord's evidence of black spots on the clothing I find that mold did occur in the closet. Given that the upper unit previously had a leak, I find that the mold in the lower unit closet arose as a result of the leak. While it may be that the leak into the closet occurred some time ago, I do not accept that the Tenant is responsible for the damage that eventually arose because of the leak. I find the Landlord's evidence that the closet was fine and dry to be supported only by the Landlord's oral evidence and I therefore accept that nothing was done at the time of the leak to ensure that no water had drained into the Tenant's unit. As a result I find that the Landlord failed to act to prevent the appearance of mold and I find that the Tenant is entitled to compensation for the costs to launder the clothes.

Given the cleaning bill I find that the Tenant is entitled to \$446.25. While I provide a monetary order for this amount the Tenant may deduct this amount from future rent payable in full satisfaction of the claim.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$446.25**. 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: July 05, 2016

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Residential Tenancy Branch