



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR MNDC MNSD ERP RR FF

Introduction:

This was a cross application and both parties attended the hearing and confirmed receipt of the 10 Day Notice to End Tenancy dated June 7, 2016 and of each other's Application for Dispute Resolution. I find the documents were legally served. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55; and
- c) An order to recover the filing fee pursuant to Section 72.

The tenant applies for orders as follows:

- d) To cancel a Notice to End Tenancy for unpaid rent;
- e) To repair a mold infestation of the property pursuant to sections 32 and 33;
- f) A monetary order or rent rebate as compensation for neglect of repairs to the property; and
- g) To recover the filing fee for this application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Or is the tenant entitled to any relief?

Has the tenant proved the home has a mold infestation and they are entitled to an order to repair and to compensation for the unhealthy situation and to recover filing fees for the application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in February 1, 2016, that rent is \$2000 a month and a security deposit of \$1000 was paid.

It is undisputed that the tenant has not paid rent for June and July 2016. They said the landlord offered them free rent for June because of the living conditions. The landlord denied this and said he offered free rent in June if the tenant vacated then. They are still living in the home so the offer is not valid. They owe \$4000 in rent for June and July 2016.

The tenant said that there is a serious mold infestation in the home that has affected their health and the health of their cat. They required the landlord to have an inspection done for mold but he only arranged for an inspection of a few spots. When the inspector came and the tenants discovered the limited amount of inspection authorized, they rescheduled with the inspector and he came a few days later. The landlord did not come to the home although advised of the date and the tenants had to pay the bill of \$393.75 (in evidence). The report shows hyphal fragments found in the attic and ulocladium sp showing moderate growth in the shower ceiling. The tenants said the hyphal fragments were fungus and the bathroom ceiling tested for mold that is a serious allergen. The female tenant has eczema on her arms and their cat has had an allergic reaction. They claim a refund of 4 months rent, moving expenses and the cost of the mold inspection.

After hearing all the evidence and considering it, the parties were invited to consider a possible settlement. After some negotiation, the parties settled on the following terms and conditions:

Settlement Agreement:

- 1. The landlord will forgive the rent for June and July 2016 and will pay the tenants \$1,393.75 which is inclusive of their security deposit refund and bill for mold inspection.**
- 2. The tenants will vacate at the end of this month and the landlord will pay them the \$1,393.75 as agreed when they return the keys.**
- 3. This will settle all matters between them in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Based on the above noted agreement, I find the tenant entitled to a monetary order for \$1393.75 to be paid when they vacate the premises. The tenant owes no money for June or July 2016.

I dismiss all other claims of the parties in their entirety.

Based on the evidence I heard today, I strongly recommend the landlord have a complete house inspection for mould infestation and any other issues. Hopefully this will prevent a similar situation in the future.

Conclusion:

I find the tenant entitled to a monetary order for \$1393.75. No filing fees are awarded as both parties incurred the fee and the settlement was a compromise between them without award of the filing fee.

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 14, 2016

Residential Tenancy Branch