



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application for monetary compensation for damage or loss. Specifically, the tenant has claimed the replacement costs for furniture that the tenant alleges was destroyed by mould as a result of the landlord's failure to deal with the mould.

The tenant, an advocate for the tenant, a witness for the tenant and 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 affirmed 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

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 1, 2015. The parties agreed that during the tenancy, the tenant communicated to the landlord regarding issues of moisture and mould. On February 29, 2016 the tenant gave the landlord notice that she would be vacating the rental unit by March 31, 2016. The tenancy ended in March 2016.

Tenant's Claim

The tenant has claimed replacement costs of \$1,818.00 for a seven-piece bedroom set. The tenant submitted that the landlord is responsible for the tenant's monetary loss because she failed to respond to a mould issue in a timely manner.

The tenant stated that two days after the tenancy began she noticed mould on the inside of the front door and water on the inside of the windows. The tenant stated that the landlord told the tenant to put up a curtain, and she did so. The tenant stated that on May 31, 2015 she informed the landlord that mould was forming on the bathroom ceiling. The tenant stated that the landlord gave her some cleaning solution to clean off the mould, and she did so.

The tenant stated that she went away for a 10-week course in late 2015, but she had heaters and a fan on, and had her mom keep an eye on the place while she was away.

The tenant stated that she had no further problems until February 2016, when she discovered water leaking or condensing on her bedroom wall. The tenant stated that she bought a dehumidifier, and it was pulling two to four litres of water out of the air every day. The tenant stated that she also purchased door stripping and a door sweep to prevent further mould issues.

The tenant stated that on February 20, 2016 she asked the landlord to deal with the water leak and related moisture problems, and the landlord stated she would take steps to deal with the problem, but did not do so. The tenant stated that on February 29, 2016 she then gave the landlord her notice to vacate.

The tenant stated that on March 4, 2016 the landlord sent someone in to look at the condensation on the bedroom wall. The tenant and her witness stated that the man who came said he would have to tear open the wall or ceiling to find the source of the water. The tenant stated that there was no follow-up action taken.

The tenant stated that on March 21, 2016 she noticed severe mould damage on all of her bedroom furniture and she tried to clean all of the mould off, but the damage was done. The tenant showed the landlord pictures of the damage. The tenant's witness stated that he saw the mould damage, and the slats on the bedframe were destroyed and breaking.

The tenant stated that on March 22, 2016 the landlord came to the rental unit to view the damage, and when she entered the bedroom the landlord said, "You can really smell the mould in here. You must be used to it by now."

In support of her application the tenant submitted several photographs, mostly of the mould on her furniture, a receipt for the mould-damaged furniture and a written request the tenant gave the landlord on March 25, 2016, for reimbursement of her damaged bedroom furniture.

Landlord's Response

The landlord stated that the tenant did not notify her of the water on the bedroom wall, and did not send anyone in to look at it. The landlord acknowledged that she did have a phone conversation with the tenant on March 4, 2016, but she could not recall what it was about. The landlord stated that on March 22, 2016 she looked at the tenant's bedframe, which was a bit green, and she said to the tenant that she could smell the mould, but it was faint, not strong. The landlord acknowledged that there was mould on the tenant's furniture.

The landlord submitted a copy of a work order dated March 31, 2016, which indicates that a maintenance person entered the unit and inspected for mould but found none. The landlord stated that there was not a hint of mould on the bathroom ceiling. The landlord submitted photographs showing no moisture or mould, and stated that the photos were taken right after the tenant moved out. The landlord submitted a copy of a letter from the new tenant, who never smelled mould one month after moving in. The landlord submitted that the mould may have been because there had not been enough heat or ventilation in the unit. The landlord stated that the tenant was gone for three months at the worst time in winter, and the tenant's mother may not have checked the unit very frequently.

The landlord acknowledged that they have high humidity where the rental unit is located. The landlord stated that a previous tenant a few years previously had had a dehumidifier in the rental unit and it also pulled two to three litres of water per day.

Analysis

Upon consideration of the evidence, I find that the tenant is not entitled to monetary compensation as claimed.

I find that the tenant did not provide sufficient evidence to show that she properly informed the landlord of the severity of the problems in the unit, and the landlord negligently failed to respond. The tenant stated that she had taken several steps on her own to attempt to remedy the moisture problems; however, the tenant ought to have kept the landlord informed and made specific written requests for repairs. The tenant also could have applied for dispute resolution for an order for repairs or other orders, but she instead decided to move out. Finally, I find there is reliable evidence from the landlord which indicates that the tenant may have caused or contributed to the moisture problems in the rental unit.

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: December 2, 2016

Residential Tenancy Branch