



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVENT REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by their agent, JB (the "landlord").

As both parties were in attendance I confirmed there were no issues with service of the tenant's application for dispute resolution or either party's evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and the parties were served with copies of the respective evidentiary materials.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for damages and loss?

Is the tenant entitled to recover the filing fee of this application from the landlord?

Background and Evidence

The parties agreed on the following facts. This tenancy began in October, 2015. The rental unit is a unit in a 30-year old building with approximately 300 other units. A strata company oversees the common facilities. The monthly rent is \$1,200.00.

The tenant testified that he noticed the rental unit was quite humid when he moved in. He said that he first reported the humidity to the strata in November, 2015. He subsequently contacted the strata in July, 2016 about the issue. The rental unit was inspected by an agent of the strata on November 30, 2016 who issued a letter with several recommendations for lowering the humidity level in the rental unit. The letter was submitted into written evidence and provides the following recommendations:

- Replace the bathroom fan with a higher CFM model and add a humidistat switch
- Create air exchanges from time to time by opening doors and windows
- Running the fans in the unit during and after showering and cooking

The tenant said that he followed the recommendations to the best of his ability over the next several months. He said that because the fans create noise he would only turn them on occasionally. He said that he would open the windows to the rental unit to create a flow of air but because it was winter and cold he could not keep them open constantly. He said that it alleviated some of the issues but the root problem was ongoing.

The tenant was provided a dehumidifier by the landlord in March, 2017. The tenant says that he uses the dehumidifier every 3 to 4 days and finds that it helps lower the humidity rate in the rental unit. The tenant testified that the root cause of the excess humidity in the rental unit has never been identified and has not been resolved.

The tenant testified that due to the excess humidity in the rental unit his personal belongings and furniture were damaged by mold. The tenant is claiming damages and loss under the following heads:

ITEM	AMOUNT
Dresser	\$395.88
Night Stand	\$212.76
Pillows (x2)	\$132.16
Increased BC Hydro Usage Sept 2016 – Jan 2017	\$194.02
Sofa	\$500.00
Clothing (15 articles)	\$200.00
Shoes	\$70.00
Suitcases (x2)	\$150.00
Cleaning and Moisture Control Products	\$100.00

Filing Fee and Costs	\$128.70
TOTAL	\$2,083.52

The tenant submitted into written evidence receipts for some of the furniture as evidence of their value. The tenant testified that the cost for replacing other articles is an estimate. The tenant said that the BC Hydro costs skyrocketed during the winter months as he was advised to leave the windows open to lower the humidity within the rental unit.

The landlord testified that reasonable steps were taken to resolve the humidity issue once it was reported. The landlord said that the humidity was first reported in July, 2016 during the summer. As humidity is a frequent issue the landlord provided the tenant with a list of tips to reduce humidity issues in the rental unit. The landlord said that they contacted the strata immediately after the tenant reported the ongoing humidity issue on November 4, 2016. The landlord said that an inspection was coordinated by the landlord, strata and the third party maintenance company.

The landlord said that the recommendations made in the letter of November 30, 2016 were followed to the best of their ability. The landlord submitted into written evidence invoices from a duct cleaning service showing that the ducts were serviced in December, 2015 and a booster fan was installed in February, 2016. The landlord said that due to the age of the building and the duct system, installation of a newer model fan was not feasible. The landlord said that because the common areas, including the ventilation system for the building, are managed by the strata company they must coordinate their maintenance work.

The landlord submitted into written evidence a letter from the strata management company dated May 4, 2017 where the strata concludes that the excess moisture in the rental unit is not a common property matter and caused by the resident of the rental unit.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence

that can verify the actual monetary amount of the loss or damage. The claimant must also take reasonable steps to mitigate the damage or loss.

I find there is insufficient evidence to conclude that, on a balance of probabilities, the losses the tenant suffered were as a result of the landlord's violation of the Act, regulations or agreement. The letter dated December 6, 2016 from the inspector does not identify the cause of the excess humidity in the rental unit. The letter makes three recommendations to alleviate the problem. In the letter of May 4, 2017 the strata wrote the landlord and said that the moisture issue is caused by the lifestyle of the resident. The strata also said in the letter that none of the 300 other units in the building have reported similar issues. The tenant suggested that the excess humidity was caused by malfunctioning fan and ventilation system but I find there is insufficient evidence to conclude that was the cause.

I accept the evidence of the parties that the landlord took steps to address the humidity issues in the rental unit after the issue was reported. I find that the steps taken by the landlord to be appropriate under the circumstances and made in a timely manner. I accept the landlord's evidence that the presence of a strata management company necessitated coordinating schedules for inspection work. I find that the landlord followed the recommendations made by the inspector to the best of their ability. I accept the landlord's testimony that installation of some devices is prohibited due to the age and infrastructure of the rental building.

Based on the evidence of the parties I find there is insufficient evidence to conclude that the damages and loss suffered by the tenant were a result of the landlord's violation of the Act, regulations or tenancy agreement. I find there is insufficient evidence to conclude that the cause of the humidity was due to the landlord and I find that the landlord took reasonable steps to address the humidity issue when alerted by the tenant. Consequently, I dismiss the tenant's application.

As the tenant's application was unsuccessful he is not entitled to recover the filing fees for this application.

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: June 9, 2017

Residential Tenancy Branch