



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FF, MNDC, MND, MNSD, O, PSF,RP

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order for the landlord to make emergency repairs
- b. A monetary order in the sum of \$8000
- c. An order for the cost of emergency repairs made by the Tenant
- d. An order for the return of the security deposit
- e. An order that the landlord provide services or facilities required by law
- f. An order to allow the tenant to reduce rent for repairs, services, or facilities agreed upon by not provided.
- g. An order for repairs
- h. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlords reside on April 24, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order for the landlord to make emergency repairs
- b. Whether the tenants are entitled to a monetary order and if so how much?
- c. Whether the tenants are entitled to an order for the cost of emergency repairs made by the Tenant

- d. Whether the tenants are entitled to an order for the return of the security deposit
- e. Whether the tenants are entitled to an order that the landlord provide services or facilities required by law
- f. Whether the tenants are entitled to an order to allow the tenant to reduce rent for repairs, services, or facilities agreed upon by not provided.
- g. Whether the tenants are entitled to an order for repairs
- h. Whether the tenants are entitled to an order to recover the cost of the filing fee.

The tenants no longer reside in the rental unit and have no interest in reinstating the tenancy. They asked that I consider this as a claim for compensation only. As a result I dismissed the following claims:

- a. An order for the landlord to make emergency repairs
- b. An order that the landlord provide services or facilities required by law
- c. An order for repairs

The tenants also stated they wished to reduce there monetary claim from \$8000 to \$4542.

Background and Evidence

The tenancy began on February 1, 2015 when the parties entered into a fixed term tenancy agreement that provided the tenancy would end on February 1, 2017. The rent at the time the tenancy ended was \$1420 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$695 and a pet damage deposit of \$695 for a total of \$1390 at the start of the tenancy. The tenancy ended on May 31, 2017. The tenants have purchased a townhouse and they gave themselves a period of time for the orderly move.

The tenant testified that last winter her two young children and she experienced respiratory problems. In April it was brought to her attention that the problems could be caused by mould in the rental unit. The tenant provided a number of photos showing the mould. She approached the landlord about further investigation. The landlord took the position the mould was not serious. She asked whether the landlord would pay for the cost of a mould assessment. He refused.

She then hired an environment company who completed a mould assessment. The report concluded

“Visible mold growth from condensation was present on the window frames and on some drywall around the window areas in the top floor of the house. All mold

growth should be removed using a mild detergent from the frames and the drywall with mold growth should be removed and replaced.

At the time of sampling the mold concentrations are considered normal in the top floor of the house. Total spore counts in the indoor sample are 436.9 spores/M compared to 1729 Spores/M in the outdoor baseline sample. The mold groups detected in the indoor samples are at a similar or lower concentration than in the outdoor sample.”

The author of the report gave a subsequent e-mail to the tenant that stated the mould was similar indoors and outdoors and is similar to other houses. “Since there was mold on the windows it is definitely possible it impacted your families health. The levels in the air may have also changed from winter when the windows were damp to when I sampled.”

The landlord takes the position that the report confirms his assessment that the presence of mold was not serious and that there is no proof that it caused or contributed to the ill health of the tenant and her children. Further, he responded appropriately when advised on the problem. He also indicates he believes he has claims against the Tenants.

Settlement:

The landlord agreed that I should make an order for the return of the security deposit and pet damage deposit in this hearing even though it has not been more than 15 days since the end of the tenancy.

The landlord disputed the remainder of the tenants claim. At the end of the hearing the parties reached a settlement in which the landlord agreed to pay the tenant the damage deposit, pet damage deposit and the sum of \$420 for the cost of the environmental report.

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall pay the tenants the sum of \$1820.
- b. The parties request the arbitrator issue a monetary order in this sum
- c. This is a full and final settlement and each party releases and discharges the other from all further claims dealing with this tenancy.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenants the sum of \$1820. All other claims are dismissed without leave to re-apply.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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 01, 2017

Residential Tenancy Branch