



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ARROWTARIAN SENIOR CITIZENS  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, RP

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for compensation for loss under the *Act*. The tenant also applied for an order directing the landlord to carry out repairs. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself and was accompanied by a counsellor. The landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the tenant entitled to compensation? Is the landlord negligent with regard to maintenance of the rental unit?

### **Background and Evidence**

The background facts are generally undisputed. The parties agreed that the tenancy started on June 15, 2011 and the current monthly rent is \$332.90 payable on the first of each month.

The tenant stated that she suffered from breathing problems and on May 06, 2019, she notified the landlord of the presence of mould in the rental unit. The landlord conducted an inspection on May 08, 2019 and did not find mould. The tenant informed the landlord that her support worker had washed the walls and therefore the landlord was unable to find mould in the rental unit.

The landlord stated that on May 09, 2019 the landlord's staff arrived at the rental unit to carry out further inspection of the unit. The staff inspected the washroom, kitchen and under all sinks for leaks and water damage and found none. The staff also checked under the base board for mould and found none. On May 31, 2019 the landlord's staff sprayed the walls with vinegar and let it sit for about 30 minutes before they cleaned it off. On June 04, the landlord painted certain areas of the unit with mould blocker.

The landlord stated that the tenant maintains the rental unit in a dirty and cluttered condition, and it is possible that the mould if present is due to the condition of the unit. The landlord stated that there were no complaints regarding mould from the other residents of the building.

The tenant testified that at the suggestion of her doctor she checked herself into a respite care facility from June 03 to June 14, 2019. The tenant stated that she paid \$1,299.82 for her stay and has claimed this amount from the landlord. The tenant did not provide any documents to support her testimony that she paid this amount to the care facility. The tenant filed one invoice in the amount of \$191.15.

During the hearing the landlord agreed to carry out one more inspection for mould on condition that the tenant cleaned the unit, removed the clutter and moved all items away from the walls. The tenant agreed to do so and requested one month.

### **Analysis**

Based on the sworn testimony of both parties, I find that the landlord acted responsibly in response to the tenant's complaint of the presence of mould. I find that the landlord took several steps to inspect and apply preventative measures.

I further find that the tenant has not proven that her respiratory condition was caused by the negligence of the landlord. By the tenant's own admission, she voluntarily checked herself in a care facility and therefore is responsible for the cost of doing so. In addition the tenant did not file adequate evidence to support her claim of \$1,299.82 and therefore I dismiss the tenant's monetary claim.

As per the discussion that took place during the hearing, the tenant must clean, declutter and move her belongings away from the wall in preparation for an inspection by the landlord. The tenant will notify the landlord when this is done and will arrange for an inspection to be carried out. The tenant may not have any visitors inside the rental unit for the duration of the inspection.

Based on the above, I order the landlord to carry out an inspection of the rental unit at the mutually agreed upon date and time.

**Conclusion**

The tenant's monetary claim is dismissed.

The landlord will carry out an inspection for mould by arrangement with the tenant.

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: August 30, 2019

---

Residential Tenancy Branch