



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      MNDC, RP, 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;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The tenants, S.P. and K.P. attended the hearing via conference call and provided affirmed testimony. The tenants stated that J.P. and J.P. their children were occupants and not listed as tenants. The landlord's agent, N.Z. (the landlord) attended the hearing via conference call and provided affirmed testimony.

Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence in person. Both parties confirmed the landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

Both parties agreed that the tenants had added the tenants children as named tenants instead of just occupants in error. As such, both parties agreed to remove the children's names from the application.

### **Issue(s) to be Decided**

Are the tenants entitled to an order for repairs?

Are the tenants entitled to a monetary order compensation and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2019 on a fixed term tenancy ending on May 30, 2020 as per the submitted copy of the signed tenancy agreement dated May 24, 2019. The monthly rent is \$1,600.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$800.00 was paid on June 1, 2019.

The tenants seek an order for repairs for mold in the rental unit for the patio door and two bedroom windows. The tenants stated that the landlord was notified of the issue in December 2019 and did not attend until January 2020. The tenants reported that the landlord's staff attended, but as of the date of this hearing made no repairs to fix the mold issue.

The landlord disputes the tenants' claims arguing that the landlord was first notified of the mold issue requiring repairs to the patio door and 2 bedroom windows on January 10, 2020. The landlord stated that repairs began on January 15, 2020 and were completed on January 28, 2020.

The tenants argued that no repairs have been made to the patio door and 2 bedroom windows for the mold issue.

The landlord was unable to provide any proof of repairs made only stating that an inhouse employee had completed the repairs.

Although not referred to in the conference call hearing, the landlord submitted a copy of an email exchange between the two parties dated January 8, 2020 by the tenant and a response by the landlord on January 10, 2020. The emails are regarding the tenant notifying the landlord of mold in the rental unit. The response by the landlord was that "handy man" would attend the following week to deal with the windows. The email also references and directs the tenants to "keep air moving by opening up just a bite of window."

The tenants also seek a monetary claim of \$5,000.00 for mold in the rental unit since December 2019 in which the landlord has failed to repair as of the date of this hearing. The tenants stated that they are sick from the mold yet have not seen a Doctor for an examination, has not gone to work and has suffered a loss of use of the living room. The tenants provided no details of the monetary amount selected.

The landlord disputed the tenants claim arguing that upon being notified of the mold issue on January 10, 2020, the landlord conducted an inspection of the rental unit. The landlord stated that repairs began on January 15, 2020 and completed on January 28, 2020. The landlord claims that repairs were made by inhouse staffing.

### Analysis

Subsection 32(1) of the Act requires a landlord to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant.

The tenants have reported that there is mold in the rental unit that required repairs of the patio door and 2 bedroom windows for which the landlord has failed to make any repairs. The landlord has argued that repairs were made and completed on January 28, 2020. The landlord did not provide any supporting evidence of repair work completed.

In this case, I find that as both parties have confirmed that a mold issue exists as a result of the patio door and 2 bedroom windows that repairs are necessary.

I find in the absence of any supporting evidence by the landlord that repairs were completed, I order the landlord to inspect and perform the necessary repairs to the patio door and 2 bedroom windows to resolve the mold issue.

On the tenants' monetary claim of \$5,000.00, I find that the tenants have failed. The tenants have claimed that they suffer from health issues as a result of mold and have not provided any supporting evidence such as a diagnosis from a Doctor; no loss of wages from not going to work and for any loss of use of the living room due to the mold issue. The landlord disputed this claim by the tenant stating that the tenants have provided no evidence of loss. I also find that the tenants have provided no basis for the monetary amount, although the tenants repeatedly stated that he had calculated it. The tenants were asked repeatedly to provide these details. The tenants provided no details. On this basis, the tenants monetary claim is dismissed without leave to reapply.

As the tenants have been partially successful, I order that the tenants may withhold \$50.00 from the next monthly rent upon receipt of this decision.

Conclusion

The tenants' application for repairs is granted.

The tenants' monetary claim is dismissed without leave.

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: March 23, 2020

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Residential Tenancy Branch