



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlords make repairs to the rental unit or property, and to recover the filing fee from the landlords for the cost of the application.

The tenant and both named landlords attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The parties agree that all evidence has been exchanged, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established that the landlords should be ordered to make repairs to the rental unit or property, specifically with respect to mold remediation?

Background and Evidence

The tenant testified that this fixed-term tenancy began on May 20, 2020 and reverted to a month-to-month tenancy after May 1, 2021, and the tenant still resides in the rental unit. Rent in the amount of \$1,100.00 is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$550.00 as well as a pet damage deposit in the amount of \$550.00, both of which are still held in trust by the landlords. The rental unit is a half duplex, and the other suite is also rented and owned by the landlords. The tenant has provided a copy of the tenancy agreement for this hearing.

The tenant further testified that the landlords told the tenant that their insurance provider wanted the tenant to renew the lease, and the landlords assured the tenant it was the same, but it wasn't and some terms are unenforceable. A copy has been provided for this hearing which was signed by the landlords dated April 14, 2023 but the tenant did not sign it.

The tenant reported air quality issues to the landlords on December 6, 2022 by email but received no response. Another email was sent to the landlords on December 23, 2022 and the landlord responded the same day, first saying that it was just seen, then said it went to junk email. However the emails were sent to the same email as e-transfers are sent to. Copies of the emails have been provided for this hearing. The first, dated December 6, 2022 advises the landlords about health issues that started when the tenant had to close all windows due to the temperature dropping, and advised that an air quality test was done. The tenant testified that there was a very harmful strain of mold present, and attached the inspection and lab report to the email. The tenant asked in the email for a short term solution to improve the air quality. It also states that there are 2 heaters that don't work and it's hard to heat the rental unit.

The tenant testified that the heating issue in the email was a smaller issue, and on December 27, 2022 the landlord arrived to fix them. Then there was a rat issue. While the landlord was there, he said he was looking for the best way to deal with the mold issue, such as spraying bleach under the house, but the tenant asked for a professional and the landlord was not receptive to that. There was too much snow and said he would do it as soon as possible. The landlord couldn't access it through the crawl space at that time.

On February 20, 2023 the landlord got under the crawl space and had a look. When the tenant arrived home there was a very strong musty smell, and feared that the landlord had disturbed the mold. The tenant had to open windows to get rid of the smell, and asked for an air purifier for the time they would be working under the house. On March 24 one of the landlords arrived, did an inspection and brought an air purifier with her.

A number of things were done in bad faith; the end result of standing water and creating a greenhouse effect, with no permits, as told by the landlord. Requirements of the City have also been provided for this hearing. The landlords completed a full renovation and extension on the next door suite last year, with no permits and not notifying other tenants of possible health hazards after receiving the report. The landlords didn't prioritize it at all and didn't tell other tenants, but blame the tenant for being unclean. That is not true, but the landlords are trying to put the onus on the tenant for causing the

problem. The landlords also underhandedly tried to get the tenant to sign another lease.

The landlords don't seem to have much knowledge of the *Residential Tenancy Act*, like giving notice prior to entering, and the landlord still shows up. On February 24, 2023 the landlord attended with a friend who started taking measurements of concrete, and has requested the tenant to pay for the concrete and report, but it was not the tenant's decision to pour concrete.

The landlords by-pass permits when it comes to rentals. The landlords also need to get an environmental company to do some remediation. The tenant has suffered health problems as a result, such as marks on her skin and coughing. It's a major issue, a health issue that they can't just put a band-aid on it and walk away. The mold is air-borne, not visible inside. The inspector believes strongly that mold was coming from under the house, due to its age and deterioration. The tenant also told the landlords about rats and showed evidence of that when the landlord was there.

The first landlord (DH) testified that the landlord went to change the baseboard heaters and acknowledged an odor, but there were no signs of mold on the walls. The landlord did some investigating and found rat feces under the kitchen sink. The landlords talked to the tenant about the smell and had a conversation about the air quality report, breaking down specifics; organic and the same air quality issues as outside. The landlord got material to plug holes including outside. Wondering if any rats were in the crawl space, the landlord looked at the dirt floor and poured concrete on top of plastic on the dirt floor. The landlord got under the whole house but no mold was present and there was no discoloration of wood and deemed the underside was well vented on both sides.

The home has a cinderblock foundation, and the landlord put some concrete on a wall to seal possible entry places, but there's not much the landlords can do with a 1950 building; no more than what they've done. There are no issues as far as in the building itself. The landlord did disturb a water line and a photograph was taken after the repair of that.

The landlord did not spray bleach because no mold was present on joists.

The landlord did not realize that being there was an issue with the tenant.

The second landlord (KH) testified that when the landlords received the air quality report they had problems understanding it. The landlords had another consulting

company who said it was completely fine. A copy of a mold assessment report from an environmental company has also been provided for this hearing dated November 15, 2022

Air quality inside is lower, which is normal, and there was nothing in the report indicating a mold issue.

The landlord is not asking the tenant to pay for concrete, but to pay for the report the landlords had done and the air purifier.

The landlord disputes that the other tenants were not given notice. Mold is higher outside than inside, so the landlords didn't have anything to tell the other tenants. The landlords have owned the property for 16 years and have not had any issues or complaints about mold, not even the tenants next door.

The report provided by the tenant was assessed by the landlord's contractor, who has all credentials, and said there is nothing wrong with air quality.

SUBMISSIONS OF THE TENANT:

This comes down to one expert over another expert opinion. The tenant's contractor looked at everything that could contribute to it. The landlords' contractor was only based on numbers, or spore counts, but it's not just about numbers. It's about age, deterioration. The tenant stayed in Alberta last week and had no coughing issues and would like the landlords to stay in the rental unit for a couple of nights and then say there's no problem.

SUBMISSIONS OF THE LANDLORDS:

The landlords have not seen any mold. The air quality report is based on 1 sample in the living room, with rat feces in the building, which seems to contradict itself.

Analysis

The *Residential Tenancy Act* requires a landlord to make repairs to a rental unit and to maintain the rental unit in a state of decoration and repair that makes it suitable for occupation by a tenant and complies with the housing standards required by law.

I have reviewed all of the evidentiary material of the parties. The report provided by the tenant is not conclusive, but specifies that access to the crawlspace is necessary for a complete and accurate assessment. It also states, "Any porous materials with mould

colonization must be removed and or/replaced. If there is mould colonization on floor joists and other wood surfaces it is important to remove the surface material by abrasion (sanding or blasting with an abrasive medium such as sand or dry ice)." I also note It is dated November 23, 2022.

The landlords obtained the services of an environmental company to assess the mould report on April 21, 2023 and states, "Mold spores are brought into indoor environments through ventilation systems, open windows or doors, or tracked in on footwear. Mold grows indoors when moisture levels become elevated in cellulose containing building materials such as wood, drywall, furniture or surfaces with dirt and debris. This can be due to leaks, floods, condensation and building envelope failures. If conditions exist that allow fungi to grow indoors, concentrations can increase in the air to levels higher than typically found outdoors. It also states that there are no regulated exposure limits for fungal spore counts within Canada, and that the total spore concentrations outdoors are higher than indoors, which is normal, and that all fungi detected indoors were at a lower concentration when compared to outdoors, except *Aspergillus/Penicillium* which was 2 spores in the house and 1 outside. It also states that the normal spore concentration shows a typical indoor concentration of mold spores that would be found in most normal indoor environments.

Considering the evidence before me, I am not satisfied that the landlords are not already doing their due diligence in maintaining the rental unit, and I dismiss the tenant's application.

Conclusion

For the reasons set out above, the tenant's application is hereby 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 18, 2023

Residential Tenancy Branch