



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNRL-S, MNDL-S, MNDCL-S, FFL, MNRT, MNDCT, MNSD, FFT

### Introduction and Preliminary Matters

This hearing dealt with cross-applications filed by the parties. On August 31, 2021, the Landlord made an Application for a Dispute Resolution Proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Act* (the “*Act*”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On February 25, 2022, the Tenant made an Application for a Dispute Resolution Proceeding seeking a return of double the security deposit pursuant to Section 38 of the *Act*, seeking a Monetary Order for compensation pursuant to Sections 33 and 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

These Applications were adjourned as per my Interim Decisions dated March 17, 2022, July 22, 2022, and April 3, 2023. As was noted in the July 19, 2023, Interim Decision, these Applications were set down for written submissions due to many factors, but primarily due to the disorganization of the parties’ vast submissions. The parties were provided with explicit instructions with respect to identifying the nature of their claims so that it was clear why they were seeking compensation, and what those claims amounted to.

It should be noted that the parties were also provided with specific instructions regarding service of the written submissions to the other party. More specifically, the Tenant was Ordered that her “submissions package must be received or deemed received by the Landlord **not less than 14 days before August 31, 2023.**” Given that the parties were Ordered to submit proof of this service, the Tenant provided a proof of service form indicating that this was served by registered mail on August 16, 2023. Clearly, as the deeming provisions of Section 90 of the *Act* state that a package sent by registered mail is deemed received after 5 days, this was served late unless the Landlord somehow received this package that same day. Despite the Tenant failing to

comply with the clear instructions in my Interim Decision, the Tenant's written submissions will still be accepted.

#### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?
- Is the Tenant entitled to a return of double the security deposit?
- Is the Tenant entitled to a Monetary Order for compensation?
- Is the Tenant entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the most current tenancy agreement commenced on August 1, 2020, and that the tenancy ended when the Tenant gave up vacant possession of the rental unit on June 30, 2021. It appears as if the tenancy originally started on or around September 2017, however. Rent was established at an amount of \$3,200.00 per month and was due on the first day of each month. A security deposit of \$1,600.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

At the original hearing, all parties also agreed that a move-in inspection report was conducted with the Tenant on September 12, 2017. A copy of the move-in inspection report was submitted as documentary evidence for consideration. Both parties made submissions regarding some sort of dispute during an attempted move-out inspection, and it appeared as if the parties had conflict with each other. Regardless, K.W. confirmed that she did not have a copy of the move-out inspection report with her at this meeting, and that the Landlord never served a Notice of Final Opportunity to Schedule a Condition Inspection. K.W. also confirmed receiving the Tenant's forwarding address in writing on June 10, 2021.

In order to give some context into the parties' claims, their respective Monetary Order

Worksheets appear as below. The Landlord's heads of claim are laid out as follows:

#1	<i>Lanen Enterprises Ltd.</i>	<i>Installation of electricity baseboard</i>	<b>\$ 3,675.00</b>
#2	<i>Panda Bear Construction Ltd</i>	<i>Repair to food waste dispenser</i>	<b>\$ 52.50</b>
#3	<i>BC Mould Inspection</i>	<i>Mold inspection</i>	<b>\$ 2,598.75</b>
#4	<i>Servepro</i>	<i>Mold inspection in kitchen and bathroom</i>	<b>\$ 262.50</b>
#5	<i>BC Furnace</i>	<i>Inspection of furnace</i>	<b>\$280.35</b>
#6	<i>Kai Jing Gardening</i>	<i>Garden clean up and landscaping</i>	<b>\$ 2,182.00</b>
#7	<i>Evolo Restoration</i>	<i>Second inspection and test for mold</i>	<b>\$ 194.25</b>
#8	<i>EM's Dream Home Inc.</i>	<i>Repairs in kitchen</i>	<b>\$2,656.50</b>
#9	<i>Jatinder Kumar</i>	<i>Repair holes and paint interior walls</i>	<b>\$ 367.50</b>
#10	<i>See page 2 attached</i>		<b>\$</b>
<b>Total monetary order claim</b>			<b>\$19,639.18</b>

#10	Bolld Real Estate Management	Painting interior	\$1,650.00
#11	Bolld Real Estate Management	Painting interior	\$1,650.00
#12	BC Hydro	Invoice paid by the landlord on behalf of tenant	\$40.00
#13	Fortis BC	Gas account open and closing fees	\$29.83
#14	District of North Vancouver	Penalty paid by the landlord due to tenant leaving garbage on the street	\$100.00
#15	Landlord/tenant	Rent discounts provided by the landlord due to tenant's complaint of heating not working. Landlord found out that heating was working.	\$600.00
#16	Landlord/tenant	Tenant did not pay rent for June, 2021 but resided at the property until June 30, 2021.	\$3,200.00
#17		Recover filing fee	\$100.00

The Tenant's heads of claim are laid out as follows:

#1	Airb BNB May 2 - 23, 2021	Staying in safe space due to	\$ 2840.75
#2	Hotel April 1	Staying in safe space due to	\$ 278.42
#3	Damage Deposit return	Paid in full - no valid reason	\$ 1,600
#4	Dr. Adrian Expenses	Meds to support mold detox	\$ 163.92
#5	RTB Application Receipt	Request to be paid by landlord	\$ 100
#6	Hotel Feb 16/17	Staying in safe space due to	\$ 484.88
#7	Mycotoxin Urine Test Receipt	To Prove health issues and	\$ 395.00
#8	Hotel April 2/3	Staying in Safe Space due to	\$ 556.84
#9	Environmental Engineer Mold Inspection f	Landlord would not share fir	\$ 2248.38
#10	Hotel March 26-28	To stay out of mold as suffe	\$ 554.96
Total monetary order claim			\$ 9223.15

#1	May Rent Paid	Despite not living there due	\$ 3200
#2	Dispute Application Fee	Second application	\$ 100
#3	Damage Deposit on new apartment May	Secured a new residence w	\$ 1350
#4	Pet Deposit paid on new apartment May	Same as above	\$ 1350
#5	First Months Rent paid on new apartment	Same as above	\$ 2700
#6	Rona Receipt PPE	To clean and protect myself	\$ 216.70
#7	Belfor Rug Remediation	2 rugs to be cleaned and de	\$ 630
#8	Access to police file	To prove I did not damage t	\$ 60.38
#9	Legal Fees Paid to Ghani Law and Refres	To navigate process, deal w	\$ 5000.62
#10	Losses of Household contents	As advised by Mr. Natural n	\$41,633.53
#11 BC Ferries Receipts \$184.66 <b>Total monetary order claim</b>			<b>\$56,425.89</b>



#1	Port Moody Health Dr Adrian Melanie	Assessment for Mold Toxici	\$395.00
#2	Port Moody Health Dr Adrian Shya	Assesement for 3 year old	\$300
#3	Port Moody Health Estimate Melanie	For Further Treatment to aik	\$350.92
#4	Port Moody Health Estimate Shya	Further detox of body from r	\$110.36
#5	Full Script Prescriptions	Healing, Support and Detox	\$233.91
#6	Child Care Expenses	For Children to be safely ou	\$2001.98
#7	Move out Clean Receipt	KIKI Cleaning Services did	\$210.00
#8	Davies Pharmacy and RX for Glutathione	\$80 + \$78.96	\$158.96
#9	Dr Adrian Receipt	Continued Treatment Mold	\$261.80
#10	Full Script Receipt	Continued Treatment Mold	\$126.92
Total monetary order claim			\$4149.85

However, in the Tenant's written submissions document, her heads of claim are now laid out as follows:

<b>Claim</b>	<b>Amount</b>	<b>TEP Pages:</b>	<b>Monetary Worksheet</b>
*Personal and household items damaged by water damage and growing black mold and mycotoxin contamination	* \$14,300 (For Arbitrator to determine)	924, 942-979	Worksheet #2 Page 924
High hydro bills relating to burst water pipes - show an increase in electric cost switching from gas to electric	\$205.56	1435-1442	
Alternative Accommodation #1 (BC Ferries travel expenses)	\$184.66	924, 980-986	Worksheet #2 Page 924
Alternative Accommodation #2 (Hotel) Feb16/17	\$484.88	906, 912 - 915	Worksheet #1 page 906
Alternative Accommodation #3 March 26-28, 2021(Hotel)	\$554.96	906, 919-922	Worksheet #2 Page 924
Alternative Accommodation #4 April 1, 2021	\$278.42	906, 908	Worksheet #1 page 906
Alternative Accommodation #5 April 2/3, 2021 during mold remediation (Hotel)	\$556.84	906, 917	Worksheet #1 page 906
Alternative Accommodation (Airbnb) #6 (left due to mold contamination as per inspector and landlord May 2-23, 2021	\$2,840.75	906, 907	Worksheet #1 page 906
Alternative accommodation #7 (New Rental Unit)	\$2,700	924, 928 – 931	Worksheet #1 Page 924
Daycare services	\$2,001.98	988, 995	Worksheet #3 Page 988
RONA Personal Protective Equipment expenses (for attending the Rental Unit and cleaning infected personal items)	\$216.70	924, 932	Worksheet #2 Page 924
Mr. Natural Mold inspection services sought Invoice	\$2,244.38	906, 918	Worksheet #1 Page 906
Mr. Natural Mold Report	See Report	1061 – 1068	Worksheet #1 Page 906
BC Mold Inspection report	Landlord Paid	1118-1177	
Medical expenses due to sick with mold toxicity	\$1,937.87 + \$163.92	906, 988 1002, 910	Worksheet #1, #3 Page 906, 988
Great Plains Urine Sample for Mycotoxins	\$395	906, 916	Worksheet #1 Page 906



Move-out cleaning expenses	\$210	988, 996	Worksheet #3 Page 988
Rug Remediation due to mold	\$630	924, 933-936	Worksheet #2 Page 924
Access to Police file to include in evidence	\$60.38	924, 936-937	Worksheet #2 Page 924
RTB filing fees	\$100 +\$100	906, 911, 924, 927	Worksheet #1, #2 Page 906, 924
Security deposit \$1,600 paid to Lige Wang, requested to be returned with proof of forwarding address	\$1,600	906, 797- 821, 822-833	Worksheet #1 Page 906
May Rent	\$3,200	924, 925	Worksheet #2 Page 924
<b>Total Amount</b>	<b>\$34,966.30</b>		

In reading the parties' submissions, it appears as if the crux of the issues started in April 2020 when the Tenant informed the Landlord that the in-floor heating pipes had burst, which flooded the property and affected the heating system. The Landlord submitted that they attempted to have a contractor investigate this issue, but the Tenant refused this person entry due to COVID concerns. In the original hearing, K.W. testified that the Tenant was sent an email on May 7, 2020, asking if a repair person could investigate the complaint, and the Tenant asked if this person could inspect from the outside due to her concerns with COVID. She stated that the Landlord informed the Tenant that the repair person must go into the rental unit, but will use the appropriate protection; however, the Tenant replied that she would need to take her kids out of the unit. K.W. advised that the Tenant would continually ask for a rent reduction and would bring up health concerns. K.W. submitted that the Tenant was sent a message on May 10, 2020, about this being an emergency repair issue, but the Tenant replied on May 11, 2020, that there was no need for this person to go into the unit, but could inspect from the outside. K.W. stated that the Tenant agreed that this person could inspect on May 11, 2020, but the Tenant refused this person entry. She then stated that this person was scheduled to come the next day, but the Tenant prevented this person from entering. She testified that this person eventually inspected the rental unit over the next month and determined that no pipes had burst. She also stated that the Landlord installed electric baseboards on or around June 10, 2020, due to the Tenant's constant complaints of a cold floor. However, in the written submissions, it was noted that the baseboard heaters were installed in May 2021.

In that original hearing, the Tenant confirmed that she informed the Landlord of her belief that the pipes burst on April 27, 2020, as there was water flowing outside. She stated that she turned the water off, and sent pictures to the Landlord on May 4, 2020. She confirmed that she received a text from the Landlord that day regarding a repair person, and that she expressed concern with this person entering the rental unit,

although she did not want to deter an emergency repair situation. She submitted that a repair person attended on May 7, 2020, and she removed her children, but she is unsure of what this person determined. However, this was inconsistent with her written submissions that these repair technicians attended on May 11, 2020. She stated that K.W. offered a rent reduction if the problem could not be resolved and that the leak and heat issues would be addressed when COVID restrictions were eased. She confirmed that electric baseboards were installed at some point. She advised that a furnace report was conducted by the Landlord a year after the pipes allegedly burst. The Tenant's written submissions somewhat echoed this testimony, and noted that K.W. offered her a rent reduction of \$50.00 per month on May 1, 2020. However, this was inconsistent with her written submissions that this was offered on May 7, 2020.

In reviewing the documentary evidence from the Landlord, that I was directed to, it appears that the Tenant informed the Landlord of mold in a closet bedroom on March 18, 2021. As such, the Landlord hired a company to conduct a mould inspection on March 25, 2021, and this company completed a "Mould remediation & decontamination of: Drywall in bedroom closet" on March 30, 2021. It was noted that the Tenant continued to complain that the rental unit was uninhabitable, so the Landlord hired a company on June 8, 2021, to inspect the rental unit. This report concluded that "There is no rotten wood or wet material detected. There is no sign of water leak or water damage on walls, ceiling and cabinet. The bathroom and living space interior areas of the residence were free of any active moisture contact effects and visible indicators of suspected microbial activity. There is no sign of water trace or water leak from siding and roofing." Moreover, the Landlord hired a furnace and air conditioning company to inspect the boiler system on June 15, 2021, and it was determined that the in-floor heating system never leaked or failed. A copy of this invoice and report was submitted for consideration, and it was noted that the gas had been turned off to the system.

In addition, after the Tenant allegedly harassed an employee of the company that completed the June 8, 2021, inspection, the Landlord then hired a different restoration company to conduct another inspection on July 6, 2021. This company concluded that "No mold issues. No P.P.E. required. No containment setup is required. No decontamination/professional mold remediation is required." A copy of this report was submitted for consideration as well.

In reviewing the documentary evidence from the Tenant, that I was directed to, it appears that the Landlord provided the Tenant \$500.00 for alternate accommodation on June 5, 2020; however, the Tenant referenced ferry receipts for May 22, 23, and 30, 2021 for some reason. She submitted that she went to an alternative accommodation

from February 16 and 17, 2021, due to her family becoming sick, but no reference to any receipts were noted. On March 18, 2021, she contacted the Landlord about mold and confirmed that the Landlord hired a company to inspect the rental unit on March 25, 2021. She then found additional accommodation from March 26 to 28, 2021, and April 1 to 3, 2021, but provided no reference to any invoices for these expenses. On April 7, 2021, she submitted that the Landlord confirmed that there was toxic mold, but also accused the Tenant of being negligent for this. On April 20, 2021, she outlined that she informed the Landlord of mold behind the kitchen sink backboard, and that the Landlord confirmed on April 23, 2021, that the mold was toxic.

She submitted that she requested a copy of the March 25, 2021, mold report, but the Landlord did not provide it, so she enlisted a company to conduct a mold inspection and test, which deemed the rental unit uninhabitable. However, the page referenced was simply the invoice for the cost of this inspection, which did not outline the findings of this report. She noted that she found additional alternative accommodation on or around April 30, 2021, but the pages that she referenced in her written submissions pointed to a 10 Day Notice to End Tenancy for Unpaid Rent dated May 2, 2021, for some reason. She submitted that she stayed in alternative accommodation from May 2 to 23, 2021, due to a recommendation by mold inspectors that the rental unit was uninhabitable, as reiterated by the Landlord between May 14 to 17, 2021. Rent was still paid to the Landlord for May 2021.

The Tenant submitted that she hired an environmental engineer and mycologist to conduct an investigation of the rental unit, which indicated that the Tenant's personal and household items required cleaning prior to being moved. She referenced almost 50 pages of documentary evidence, but she did not highlight specifically the excerpts or relevance of what parts of these documents that would support her position. Furthermore, I note that on page 1091 of 1563, the report is dated May 6, 2020, the estimate for this on page 1090 is dated May 12, 2021, and what appears to be an opinion from this professional on page 1098 is dated April 30, 2021. It is not clear to me how these timelines from this professional line up.

She submitted that she returned to the rental unit between June 1 to 30, 2021, to clean moldy items, and incurred some costs for cleaning products and protective gear. As well, she served the Landlord with a letter on June 13, 2021, to end the tenancy due to a breach of a material term of the tenancy, it appears.

The Landlord made additional claims for damages, cleaning, and other expenses. The Tenant also made additional claims for damages related to this tenancy.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed upon day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the day the Tenant ceases to occupy the rental unit, or on another mutually agreed upon day. As well, the Landlord must offer at least two opportunities for the Tenant to attend the move-out inspection.

Section 21 of the *Residential Tenancy Regulation* (the "*Regulation*") outlines that the condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the Landlord or the Tenant have a preponderance of evidence to the contrary.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlord to claim against a security deposit or pet damage deposit is extinguished if the Landlord does not complete the condition inspection reports in accordance with the *Act*.

Section 32 of the *Act* requires that the Landlord provide and maintain a rental unit that complies with the health, housing and safety standards required by law and must make it suitable for occupation. As well, the Tenant must repair any damage to the rental unit that is caused by their negligence.

Section 67 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

With respect to the inspection reports, as there is no evidence that the Landlord provided a Notice of Final Opportunity to Schedule a Condition Inspection to the Tenant for a move-out inspection, I am satisfied that the Landlord did not comply with the requirements of the *Regulation*, and as a result, I find that the Landlord has extinguished the right to claim against the deposit.

Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposit, and the Landlord must pay double the deposit to the Tenant, pursuant to Section 38(6) of the *Act*.

The consistent and undisputed evidence is that the forwarding address in writing was received on June 10, 2021, and that the Landlord made the Application on August 31, 2021. Given that the Landlord extinguished the right to claim against the security deposit, but did so anyways, and given that the Landlord applied well after 15 days of June 10, 2021, I am satisfied that the Landlord failed to comply with the requirements of the *Act* with respect to the handling of the security deposit at the end of the tenancy. Consequently, I grant the Tenant a monetary award in the amount of **\$3,200.00**.

With respect to the Landlord's and Tenant's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

As noted above, the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Landlord/Tenant fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord/Tenant prove the amount of or value of the damage or loss?
- Did the Landlord/Tenant act reasonably to minimize that damage or loss?

In addition, I find it important to note that when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to



establish their claim. Given the contradictory testimony and positions of the parties, I may also turn to a determination of credibility. I have considered the parties' testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

As noted above, due to the extreme documentary submissions and the lack of clarity of the claims made by the parties, they were Ordered to comply with specific instructions regarding making their claims clear and understandable, while pointing directly to relevant evidence that would support their positions. It was noted that it was not my role to comb through their copious amounts of documents in order to make their cases for them. Upon reading their written submissions, it is apparent that both parties failed to do so adequately. As such, my findings on these claims are based on my interpretation and understanding, to the best of my abilities, of what I could glean from the parties' inadequate submissions.

As the majority of the claims on both sides pertain to a dispute over possible mold in the rental unit, and as there is no mention of any water ingress prior to the Tenant's allegation that the pipes of the in-floor heating system burst in April 2020, this is the first issue I must consider. In reviewing the Tenant's pictures that she sent to the Landlord on or around May 6, 2020, I do not observe the "excessive water running under the house and coming through the bathroom, kitchen, living room hallways, and dining room floors" as suggested by the Tenant. Furthermore, while it appears as if the Landlord attempted to have a repair person attend the rental unit to investigate whether or not these pipes did burst, it appears to me that the Tenant, more likely than not, did not permit this person to enter the rental unit due to COVID concerns. It is not entirely clear to me why nothing was done about this issue until the Landlord had a plumber inspect the boiler on June 15, 2021. However, from this report dated June 17, 2021, I am satisfied that a qualified contractor checked the "entire system for water leaks" and determined the "boiler system safe to operate with no water leaks or gas leaks whatsoever." Based on this report from a qualified professional, I am satisfied that there were no pipes that burst in the in-floor heating system, as alleged by the Tenant.

Furthermore, it appears as if there was a mold issue in a bedroom, which appears to have required remediation. However, neither party has directed me to any evidence demonstrating who was negligent for this issue. Moreover, it appears as if there was a mold issue under the kitchen sink; however, I have evidence from the Landlord's plumber, dated November 27, 2020, that this issue was caused by a metal lid being found in the Tenant's kitchen sink "food waste disposer", which triggered the sink to

overflow. As such, I find that any mold in the kitchen likely appears to be due to the Tenant's negligence.

Consequently, regarding the parties claims for expenses due to the mold, I will address them accordingly. The Landlord's claim for \$3,6750.00 is dismissed without leave to reapply because the Landlord did not determine if the pipes burst until the furnace inspection and report in or around June 15, 2021, a full year after the alleged incident. Had the Landlord established this after the incident, there would not have been a need to install the electrical baseboards. However, as the Landlord was forced to pay for this inspection, where it was determined that the pipes did not burst as alleged by the Tenant, I grant the Landlord a monetary award in the amount of **\$280.35** to remedy this matter.

The Landlord's claim for \$2,598.75 is dismissed without leave to reapply because there was evidence of mold in a bedroom; however, neither party established who was at fault for the existence of this mold. With respect for the Landlord's claims for compensation for the kitchen mold issue, as there is evidence that the Tenant was negligent for this, I grant the Landlord a monetary award in the amount of **\$52.50** for the cost of the plumber and **\$262.50** for the cost of the mold inspection in the kitchen. Regarding the Landlord's claim for compensation of for \$194.25 for the second inspection and test for mold, as this occurred after the tenancy ended, this is dismissed without leave to reapply. With respect to the Landlord's claim for repairs to the kitchen, as the Landlord did not have a move-out inspection report to compare with a move-in inspection report, as the Landlord provided no evidence of the age or quality of the areas in the kitchen being claimed for, and as this was a quote with no evidence that these matters were addressed and paid for, this claim is also dismissed in its entirety.

With respect to the Tenant's claims for compensation in the amounts of \$14,300.00 for personal belongings, \$184.66, \$484.88, \$554.96, \$278.42, \$556.84, \$2,840.75, \$2,700.00 for alternate accommodations, \$2,244.38 for the mold report, and \$630.00 for the rug remediation, as it is evident that the existence of this mold issue was likely in part due to her negligence of flooding the kitchen sink, these claims are dismissed without leave to reapply. Regarding her claim for compensation in the amount of \$205.56 for the cost of additional hydro, as there is evidence that the water pipes did not burst, this is dismissed in its entirety as well. With respect to the Tenant's claims for compensation in the amounts of \$2,001.98 for daycare services, \$216.70 for personal protective equipment, \$1,937.87 and \$163.92 for medical expenses, and \$395.00 for a urine sample test, as these were also related to a mold issue which was likely partially due to the Tenant's negligence, these are dismissed without leave to reapply. Moreover,

regarding the Tenant's claim of \$60.38 for access to a police file, there are no provisions in the *Act* to account for this. As such, this is also dismissed in its entirety.

In turning my mind to the other claims made by the parties, the Landlord claimed for compensation in the amount of \$2,182.00 for landscaping. However, when reviewing this evidence, it is difficult to ascertain from the few pictures of how substantial or what the particular deficiencies were. As such, this claim is dismissed without leave to reapply. The Landlord also claimed for compensation in the amounts of \$367.50, \$1,650.00, and \$1,650.00 for the costs to repair and paint the walls. However, the Landlord did not complete a move-out inspection report, and the Landlord has also not submitted any documentary evidence to support the existence of this alleged damage. As such, these claims are dismissed in their entirety. Moreover, the Tenant claimed for compensation in the amount of \$210.00 for move-out cleaning expenses; however, as the Tenant is required to clean the rental unit and leave it in a re-rentable condition, this claim is also dismissed in its entirety.

With respect to the Landlord's claims for compensation in the amounts of \$40.00 for the BC Hydro bill and \$29.83 for the Fortis bill, the Landlord submitted that the Tenant cancelled these utility accounts at the beginning of June 2021, and the Landlord was required to reactivate these accounts and pay these bills. As there was no evidence to the contrary, I grant the Landlord a monetary award in the amount of **\$69.83** to satisfy these debts.

Regarding the Landlord's claim for compensation in the amount of \$100.00 for the cost of a bylaw fine because the Tenant put out "solid waste containers out for collection outside of times permitted", as there was no evidence to the contrary, I grant the Landlord a monetary award in the amount of **\$100.00** to remedy this matter.

With respect to the Landlord's claim for compensation in the amount of \$600.00 for a rent discount because of the Tenant's complaints of the heat not working, as this was the Landlord's choice to offer, this claim is dismissed without leave to reapply.

Finally, regarding the Landlord's claim for compensation in the amount of \$3,200.00 for June 2021 rent, and the Tenant's claim for compensation in the amount of \$3,200.00 for May 2021 rent, it is evident that this was not a successful tenancy, and I am satisfied that both parties were culpable for the outcome for how this tenancy devolved. As such, I am not satisfied that either party has substantiated that they are entitled to the above compensation. These claims are dismissed in their entirety.

While the Landlord was partially successful in their claims, as both parties were negligent for these matters, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this Application.

As the Tenant was not successful in their claims, and as both parties were negligent for these matters, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application. Furthermore, it appeared as if the Tenant was attempting to claim for a filing fee from a previous Application. If the Tenant was not awarded this compensation as part of that other Application, the Tenant cannot then attempt to recover it in this Application.

Pursuant to Sections 38 and 67 of the *Act*, I grant the Tenant a Monetary Order as follows:

#### **Calculation of Monetary Award Payable by the Landlord to the Tenant**

Water pipe inspection	\$280.35
Plumber	\$52.50
Mold inspection for kitchen	\$262.50
Utility bills	\$69.83
Bylaw fine	\$100.00
Doubling of security deposit	-\$3,200.00
<b>TOTAL MONETARY AWARD</b>	<b>\$2,434.82</b>

#### Conclusion

The Tenant is provided with a Monetary Order in the amount of **\$2,434.82** in the above terms, and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: September 30, 2023

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Residential Tenancy Branch