



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDCT, FFT, MNRL-S, MNDL-S, LRSD, FFT

This hearing dealt with the Landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the Tenant, pursuant to section 72.

This hearing also dealt with the Tenant's cross-application pursuant to the *Act* for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the Landlord, pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns.

The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an

opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

Is the Landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Are the Tenants entitled to a monetary order as compensation for loss or damage as a result of this tenancy?

Are the Tenants entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The parties agreed to the following. The tenancy began on April 15, 2023 and ended on August 21, 2025. The tenants were obligated to pay \$3,500.00 per month in rent due on the 15th day of the month and in advance and at the outset of the tenancy the tenants paid a \$1,200.00 security deposit.

The Tenants gave the following testimony. The Tenants testified that the home had a mold issue that cause them significant health issues. RJ testified that she developed hives as a result of the mold and CM had chronic respiratory issues including bronchitis. RJ testified that the issues began in November 2024 and were present until the end of the tenancy. RJ testified that the Landlord had a mold remediation company come and inspect the property and that they made numerous recommendations. RJ testified that the Landlord did some but not all the recommendations which caused the issue to persist.

CM testified that a neighbor "Jackie" advised them that the property has had mold issues before and that the home had been used as "grow op". The Tenants testified that they really loved the home but felt that the Landlord did not address the issue adequately which forced them to move. The Tenants are seeking the costs of moving,

replacement of mold damaged items, visits to their naturopathic provider, and 25% rent abatement over their tenancy. The Tenants testified that they felt that they were lied to and taken advantage of by the Landlord. The Tenants testified that they believe that the Landlord was aware of the mold issue during their entire tenancy.

CM testified that there was no drug use or smoking on the property. CM testified that he mowed the lawn before moving out but the Landlord is asking for the costs of trimming trees and shrubs which is not a Tenants responsibility. CM testified that the pond is the responsibility of the Landlord along with the garage as they were given only very limited access to it and that the Landlord had use of it most of the time. RJ testified that only the hallways were painted prior to them moving in and that there was just reasonable wear and tear and not damage to the suite.

The Tenants are applying for the following:

1.	Mountain View Health Center	\$1,744.00
2.	Security Deposit	1,200.00
3.	Moving Truck	1,096.73
4.	Dumpster	648.00
5.	Couch Replacement	998.00
6.	Mattress/Bedding Replacement	1,685.98
7.	New Rental Deposit	3,400.00
8.	Rent Abatement	24,000.00
9.	Filing Fee	100.00
	Total	34,872.71

AB testified that she bought the home in 2015 and lived in the home herself for five years with no issues. AB testified that when the Tenants advised her of the mold issue, she immediately contacted two separate companies to inspect and advise of the next steps. AB chose the second company as they provided a more detailed and thorough plan to address the issue. AB testified that she even asked the Tenants to have the inspector check other areas of the home that were not an issue to insure her due diligence.

AB testified that the Tenants sent her a letter on July 21, 2025 thanking her for being a great Landlord and how much they enjoyed the home. AB testified that on August 15, 2025 the Tenants advised her that they wanted compensation for exposure to mold after they had spoken to "Jackie". AB testified that she approached Jackie and got a

completely different version of events from her. AB testified that the Tenants didn't pay for the six rent for the six extra days that they stayed in the unit or the utility bill. AB testified that the tenancy agreement required the Tenants to keep the yard neat and tidy but was left in poor condition.

AB testified that the carpet which the Tenants alleged was full of mold had stains on it from the Tenants and no mold was present. AB testified that the Tenants had her have an electrician attend in 2024 for no reason because they had tripped the breaker and didn't know how to flip it back. AB testified that the walls were damaged and scuffed requiring the unit to be repainted. AB testified that she had to dispose of the Tenant's trampoline, clean the pond and the garage as it was left dirty. AB testified that she had to have Scott Asbestos company attend a second time as a result of this hearing to show that the original actions taken were successful; AB testified that this second inspection was not necessary. AB testified that the Tenants smoked on the property and left plastic residue everywhere suggesting drug paraphernalia.

The Landlord is applying for the following:

1.	Pro Rated Rent August 15-21, 2025	\$790.77
2.	Utility Bill	122.09
3.	Jim's Mowing	1,702.22
4.	New Friends Electrical	367.50
5.	Six Sided Painting	2,940.00
6.	Dispose of Trampoline	200.00
7.	Scott Asbestos	525.00
8.	Pond Cleaning	100.00
9.	Garage Cleaning	100.00
10.	Breach of Contract Smoking/Plastic Reside	5,0000.00
11.	Filing Fee	100.00
	Total	\$11,947.58

Analysis

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 arguments are reproduced here. Both parties submitted copious amounts of documentation that would be too extensive to reproduce here. It is worth noting that the neighbor known as "Jackie" did not attend the hearing. It's unfortunate that she didn't because by all accounts, the

Tenants and Landlord had a very successful and respectful tenancy until this individual became involved just days before the tenancy ended.

I address the Tenants application and my findings as follows.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The Tenants must prove all four elements to prove their claim, if not, their entire claim falls. There is no dispute that mold was present in the home. However, based on the testimony of the parties, the documentation before me and on a balance of probabilities, I find that the Landlord took all reasonable efforts to address the issue in a timely and professional manner. She took the most pressing steps as recommended by an expert and the follow-up report almost a year later confirms those steps were successful.

As a result, the Tenants have failed to satisfy me that they have provided sufficient evidence to satisfy the four grounds listed above as required under section 67 of the *Act*; specifically that there as a contravention or violation of the *Act* by the Landlord. Without proving that there was a contravention or violation, none of their claims are successful. Based on the insufficient evidence before me, I must dismiss this application in its entirety.

I address the Landlords claim and my findings as follows.

The Tenants advised that they agree that they are responsible for six days of rent \$790.77 and the remaining \$8.09 in utility costs as they paid the Landlord \$114.00 just days before this hearing, the Landlord confirmed that payment. The Tenants also confirmed that they agreed to pay \$200.00 for the removal of the trampoline for a total of \$998.96. The Tenants oppose the remainder of the Landlords claim.

I find that the Landlord is entitled to the follow up inspection conducted by Scott Asbestos for \$525.00 as it was unnecessary as the initial actions were successful. I also find that the Landlord has provided sufficient evidence for the recovery of landscaping but not in the amount as claimed. Residential Tenancy Policy Guideline 1 outlines that the Landlord is responsible for trimming of trees and shrubs and any other substantial landscaping. I find based on the documentary evidence before me to clean and mow and trim grass in the yard, the appropriate amount is \$850.00 which the Landlord is entitled to.

I dismiss the Landlords claim for the recovery of the electrical service call. The Landlord is responsible for repairs during the tenancy. The Landlord testified she only added that one year old service call as a result of the Tenant's filing an application.

I dismiss the Landlords claim for painting and repairs to the walls as I find that it falls under reasonable wear and tear.

I dismiss the Landlords claim for pond cleaning and garage cleaning as there is insufficient evidence before me to prove that claim.

The Landlord has not provided sufficient firsthand evidence of any breach of contract regarding smoking or plastic drug paraphernalia; accordingly, I dismiss this portion of the Landlords application.

As the Landlord has been successful in parts of their application they are entitled to the recovery of the \$100.00 filing fee. The Landlord is granted \$2,473.96. Applying section 72 of the Act. I order that the Landlord retain the \$1,200.00 security deposit and the accrued interest of \$60.91 in partial satisfaction of the claim leaving a balance owing to the Landlord of \$1,213.05.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$1,213.05. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The Tenants application is dismissed in its entirety without leave to reapply.

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: December 18, 2025

Residential Tenancy Branch