

## **Letter to the Editor: Gold Mold??**

### **Member Shares Expensive Lessons Learned**

*The below article was sent in by "A.C.", one of AOA's members.*

Here is my horror story. I own an old two unit beach cottage in Hermosa Beach. I have been debating for several years whether to tear it down and rebuild, sell it or rehab and keep it. As a result, I have done minimal upkeep.

In April of this year, my two tenants went on a two week vacation. During that time, the water heater began to leak and soaked the whole unit and the one next to it. This was not discovered until one of the tenants returned.

Upon receiving the urgent call, I immediately went to investigate the problem. I shut off the water supply and the gas to the heater. We then proceeded to move the tenant's furniture to a dry area. We raised the heavy bed frame and other furniture by placing wooden blocks underneath the posts. Since I had a wet dry vacuum, I tried to soak up the water from the carpets. After about an hour, I realized that it was over my head and I needed a more powerful vacuum.

They tore out the stucco to the bare beams, removed my floor, removed cabinets, tore out the walls in both bathrooms and even removed part of the ceilings.

I searched the Yellow Pages and found a redemption company that said they would come out that evening to help us. It took them about two hours, but they eventually showed up at about 11:00 p.m. They moved the furniture, ripped out the wet carpets and assessed the damage to the walls. They informed me that the insurance coverage would pay for the damage and repairs. Being assured of the insurance coverage, I felt a little relieved.

The next day they came and tested the moisture in the stucco walls. They were all wet. They informed me that it was necessary to vacate the units, rip out the soaked walls, (due to mold), and have it tested by a hygienist for mold before it could be habitable again. If I failed to get it inspected and make it mold-free, I could be liable for mold infestation to tenants that could cost me a whole lot more in legal fees and potential medical expenses of tenants. It seemed I had no choice but to have it treated.

Now I was faced with two problems; repair of the unit AND housing the tenants. I had figured it would take just a few days or a week for this process – it is now over two months and still not repaired yet.

One of the tenants stayed with his friends for one or two nights. Figuring that it would take only a week for repairs, I agreed to pay for a hotel for the tenant to stay and later found out that the insurance would only reimburse me for the rental value of the unit. The hotel cost was more than twice the rental value!

The other tenant was still out of town and I did not notify her because I figured we would have the repairs completed before she returned. When she came back from her trip, she threw a fit and so....I agreed to pay for yet another hotel room. As days turned into weeks, and then months, I decided to terminate their tenancy by serving a 30 Day Notice to Move Out. Luckily, they agreed to move without any problems.

Meanwhile, the remediation company had torn out the wall and floors in both units and sealed off the mold-infested area. They tore out the stucco to the bare beams, removed my floor, removed cabinets, tore out the walls in both bathrooms and even removed part of the ceilings. They had to sand the wooden beams and clean them with fungicide. They installed humidifiers and air cleaners that ran twenty-four hours a day (on my electric bill) for several weeks. After about a month, the unit was ready for the hygienist to come and test to determine if it was mold-free or at least at an acceptable level. This took another week to fit us into their work schedule as well as several days afterwards to get the lab results.

The first test failed. They went back and did more cleaning and tore out more stucco. The second test also failed. Again, they did more cleaning, sealed the infected areas and ran a preliminary test. We then had it re-tested again and finally got clearance. ***It's been over two***

***months and now, the repairs to the building have just begun!***

During this time, I made the decision that since the walls were all exposed and open to have the galvanized plumbing replaced with copper where I learned that the cost of plumbing has gone dramatically up.

Here are the things that I learned during this experience:

1. Mold exists in every household but there are different species. Bleach alone will only kill surface mold.
2. Have your tenants notify you when they go out of town and go check on the unit in case of left-on appliances, water leaks and any other hazards.
3. Keep an eye on your water heaters, especially if they are over 10-15 years old.
4. Install a drip pan in all of your water heaters. They cost about \$25 and will save you ten times the cost in the event of leaks.
5. Be sure you have good insurance coverage that includes mold and asbestos removal and rent loss coverage.
6. Be certain that your lease agreement specifies what happens in the event the unit becomes uninhabitable due to disaster, repairs and other reasons.
7. Suggest that tenant's purchase renter's insurance for their contents. It is inexpensive and will avoid problems later on in the event of damages.
8. Be serious about early treatment and prevention of moisture and leaks.
9. Have your roof inspected before the rainy season to prevent damage during rains. A leaky roof will not only expose you to roof repair, but will lead to a damaged unit and possibly even your tenant's personal belongings.
10. Mold usually grows on moist, warm areas.

Is the mold infestation a scam? I don't know, but I know that if a tenant claims to have been "damaged" while living in my unit, it will cost me dearly in legal fees to defend myself. Lawsuits are no win situations. The lawyers get paid regardless of one's innocence.

This is just another issue that property owners have to deal with along with lead paint, asbestos, EPA hazardous materials, unscrupulous tenants, poor quality repairs, rent controls and the numerous changing laws burdening landlords.

*(Thank you Mr. C. for sharing your experience with AOA's readers! We sincerely hope your letter may help another property owner to avoid this situation).*