



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began June 1, 2011 with monthly rent of \$1150.00 and the tenant paid a security deposit of \$575.00.

The landlord testified that the tenant had entered into a tenancy agreement with the landlord and took possession of the rental unit on June 1, 2011. The landlord stated that the tenant then without providing proper notice to the landlord vacated the rental unit on June 5, 2011 and put a stop payment on the June rent cheque. The landlord stated that when the tenant vacated she did not return the keys or fob to the landlord and those items had to be replaced.

The landlord stated that she was able to secure new tenants for the middle of the month however she did suffer a loss of ½ month's rental income for June 2011. The landlord stated that there was also a hydro bill due for ½ of June 2011.

The tenant testified that when she views the rental unit she could not see the walls and floor as there was so much stuff in the unit. The tenant stated that on June 1st when the unit was empty and she got the keys, that was when she discovered two large areas in the master bedroom and hallway that appeared to be black mould. The tenant then called a professional to verify if the black marks were in fact mould and advised yes. The tenant said she then called the landlord who told the tenant that the building had

previously had very bad mould problems and that at one point the entire 2nd floor was closed down and vacated for mould remediation. The tenant said the landlord told her they would work with her to get the problem fixed but that they would only pay if it was mould and if it was not mould the tenant would be responsible for the costs of repairs.

The tenant testified that she was very concerned for herself and her small child and as the landlord was not taking steps to remediate the mould, the tenant vacated the rental unit.

The landlord in this application is seeking \$696.27 compensation for the following:

- Fob replacement - \$60.00
- Key replacement - \$20.00
- BC Hydro ½ June - \$31.27
- ½ Month's Rent June - \$575.00
- Canada Post - \$10.00

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for compensation or loss and unpaid rent.

The tenant did not provide the landlord with proper notice prior to vacating the rental unit and did not pay the \$1150.00 June 2011 rent or \$31.27 hydro bill. The landlord was however able to mitigate their loss for June 2011 which resulted in a rental income loss of \$575.00. The tenant also did not return the keys or fob to the landlord which resulted in a total expense of \$80.00 to the landlord for replacement of these items.

While the tenant cites issues with the rental unit the tenant did not make application through this office to resolve any issues related to the tenancy and choose to vacate even though the tenant had entered into an agreement with the landlord and did not provide proper notice to the landlord.

Section 72 of the Act addresses Director's orders: fees and monetary orders. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the landlord's claim for \$10.00 in mailing costs is hereby dismissed.

Accordingly I find that the landlord is entitled to a monetary order for \$686.27.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$686.27 compensation or loss and unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$575.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$161.27**.

If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: October 4, 2011.

Residential Tenancy Branch