



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with an application by the tenants for double recovery of the security deposit and other monetary compensation. Both tenants and both landlords participated in the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?
Are the tenants entitled to other monetary compensation as claimed?

Background and Evidence

The tenancy began on October 30, 2010. At the outset of the tenancy the tenants paid the landlord a security deposit of \$500 and a pet deposit of \$250. On January 8, 2011 there was a flood in the rental unit. The landlord had repairs done and reduced the rent by \$100 for the month of February 2011 as compensation for the inconvenience to the tenants while repairs were carried out. The tenancy ended on or about June 1, 2011. The landlord and tenants carried out a move-out inspection on June 2, 2011 and the tenants provided their written forwarding address on that date.

The evidence of the tenants was as follows.

After the flooding in the rental unit on January 8, 2011, mildew and mould began developing in the rental unit. Because of the flood and resulting mould, the tenants had to remove all of their clothing from the bedroom closet for a month, two carpet runners were ruined, and the tenants had to use all of their towels to dry up the floors from the flood. The tenants lost use of 50 percent of the rental unit from January through March,

2011 because it took until the end of March for the repairs to be completed. During repairs, the tenants had to move furniture back and forth on four dates.

The male tenant suffered a severe allergic reaction as a result of exposure to the mould, and suffered ongoing allergic reactions, and moving furniture was hard on his back. Both tenants suffered stress due to the poor living conditions and harassment by the landlord about insignificant issues such as the recycling box, a few flower pots and some shelving. The tenants became more and more discouraged about the situation and decided to move out.

The tenants provided their written forwarding address on June 2, 2011. They stated that the landlord only returned half of their security deposit, and they have claimed recovery of double the deposits, in the amount of \$1500.

The tenants have also claimed \$1500 for loss of use of 50 percent of their rental unit for three months; \$3000 for loss of health due to stress, flooding, mould and mildew for three months; \$215 for the tenants' security deposit on a new place; \$114.22 for the tenant to rent a car to go to the rental unit; and \$65 for extra deposits and storage.

The landlord's response to the tenants' claim was as follows.

The landlord disputes the tenants' claim in its entirety.

In regard to the pet and security deposits, the tenants provided their forwarding address in writing on June 2, 2011, and the landlord returned the deposits in full on June 16, 2011. The landlord provided a copy of a receipt signed by the tenant, showing that the landlord had returned the pet and security deposits, in the amount of \$750.

In regard to the remainder of the tenants' claim, the rental unit was fully inhabitable except for three days in February 2011, when significant repairs and restoration took place. The tenants were compensated for this with a reduction in rent of \$100. Minor repairs and painting were completed by March 8, 2011. The tenants chose to move out, of their own accord, from a unit that was clean, safe and fit for occupation.

Analysis

I find that the tenants have failed to provide sufficient evidence to support any portion of their claim.

The landlord provided evidence that clearly showed that the pet and security deposits were returned to the tenants. There is no basis for the tenants' claim for return of the security and pet deposits.

The tenants did not provide sufficient evidence of the condition of the rental unit during repairs to show that their unit was unliveable. Further, the tenants did not provide sufficient evidence that the landlord was negligent in addressing the situation. The tenants accepted a \$100 reduction in their rent for the month of February 2011, and they were therefore compensated for their inconvenience. The landlord was not responsible for the male tenant's health issues arising from any mould due to the flooding. The tenants chose to move out rather than to make an application for dispute resolution to address any issues they had with the landlord.

As the tenants' application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The tenants' application is 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: November 1, 2011.

Residential Tenancy Branch