



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a Monetary Order as follows:

- Return of Security Deposit Double-----\$870.00
- Return of pro-rated rent paid for April 2011---\$300.00
- Return of rent paid for May 2011-----\$870.00
- Compensation for aggravation and stress-----\$500.00

### Background and Evidence

This tenancy began on April 20, 2011, with rent of \$860.00 per month and at that time the tenants paid a security deposit of \$430.00 and pro-rated rent of \$300.00 for April 2011.

The tenants also paid May 2011 rent of \$860.00.

The tenants withheld the June 2011 rent and subsequently were given a 10 day Notice to End Tenancy.

The tenants vacated the rental unit on June 15, 2011 pursuant to the 10 day Notice to End Tenancy.

The tenants admitted that they refused to do a move-out inspection.

The tenants admitted that they did not give the landlords a forwarding address in writing prior to applying for dispute resolution.

The applicants testified that:

- This rental unit was in need of repairs; however the landlords refused to do the repairs and therefore they had to live in sub-standard conditions.
- When they first moved into the rental unit there was no mouse problem, but later on they had a mouse infestation and they believe that the poor condition of the rental unit was allowing access for mice.
- The landlords did have a Pest Control Company dealing with the mouse infestation; however they were taking a long time to get the infestation eliminated.
- As a result of the problems and the landlord's failure to deal with them, they withheld their June 2011 rent and the landlords evicted them.

They are therefore asking for the return of all rent they paid, and an additional \$500.00 for the aggravation and stress.

The respondents testified that:

- There were no major problems with the rental unit, only cosmetic issues, and the tenants agreed to accept the unit, as is, instead of waiting for a renovation to be completed in another unit. That unit was completed 3 days later.
- They did agree to paint the ceilings in the rental unit for the tenants, as they were unevenly painted.
- There were no complaints of any mice when the tenants moved in and in fact the complaints only started after the tenants furniture was delivered from storage.
- They had had no complaints of mice from the previous tenant.
- When they were informed of a mouse problem, they called Pest Control professionals in and they were actively dealing with the problem, and in fact they were able to eliminate the mouse problem
- The rental unit was clean and in reasonable repair and they therefore do not believe that any of this claim is justified.

## Analysis

### Security deposit

The tenant(s) have applied for the return of double their security deposit; however the tenant(s) did not give the landlord(s) a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

Therefore at the time that the tenant(s) applied for dispute resolution, the landlord(s) were under no obligation to return the security deposit and therefore this application is premature.

I therefore dismiss the claim for return of double the security deposit, with leave to re-apply.

At the hearing the tenant(s) stated that the address on the application for dispute resolution is the present forwarding address; therefore the landlord(s) are now considered to have received the forwarding address in writing as of today November 23, 2011.

### Return of rent and compensation for aggravation and stress

It is my decision that I will not allow any of the claim for return of rent or compensation for aggravation and stress.

I have viewed the photo evidence provided by the tenants and I agree with the landlords that the problems in this rental unit were mainly cosmetic in nature and did not significantly interfere with the occupation and use of the rental unit.

The ceilings in the unit were in need of painting, however both side agree that the landlords were dealing with painting the ceilings.

Further when informed of the mouse infestation, the landlords took reasonable steps to deal with the problem, hiring Pest Control professionals right away, and I accept the landlord's testimony that the infestation has been eliminated.

The tenants withheld their rent without any authorization to do so, and that is why they were evicted, and if this caused them stress, it was self induced.

Conclusion

As stated above the claim for double the Security Deposit is dismissed with leave to re-apply.

The remainder of this monetary claim is dismissed in full, without leave to re-apply.

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 23, 2011.

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Residential Tenancy Branch