



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD, O, MNR

Introduction

Some 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 decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlords application is a request for a monetary order in the amount of \$3665.00 and a request to retain the full security deposit of \$400.00 towards the claim. The landlord is also requesting recovery of the \$50.00 filing fee.

The tenants application is a request for a monetary order for \$1000.00 and a request for recovery of the \$50 filing fee.

Decision and reasons

This tenancy began on December 2, 2010 and at that time the tenant paid the security deposit \$400.00.

The tenant vacated the rental unit on November 6, 2011 pursuant to a Notice to End Tenancy he received from the landlord.

The landlord was claiming the following:

rent for November 2011	\$1000.00
Landscaping and junk removal	\$750.00
Framing walls and closet	\$1765.00
Carpet cleaning	\$150.00
Filing fee	\$50.00
Total	\$3715.00

The landlord stated he is withdrawing the claim for landscaping and junk removal because the tenant has subsequently removed everything from the yard.

However at the hearing it was also revealed that the landlord never attempted to re-rent the unit nor did the landlord do any of the above repairs but instead chose to demolish the house and put the property up for sale.

Therefore since the landlord has demolish this house and has not incurred any of the above costs I am not willing to allow any of the claim other than rent up to November 6, 2011 when the tenant vacated, for a total of \$200.00.

The tenant was claiming the return of his full security deposit \$400.00, and \$600.00 for compensation for having to live with the mould in the rental unit and having to pay for storage when the landlord evicted him.

As stated above I have allowed \$200.00 landlord of the landlords claim, and therefore the landlord must return the remaining \$200 of the tenant's security deposit.

I dismissed the remainder of the tenants claim for two reasons. First, the tenant testified that he never gave the landlord any written request to deal with the mould problem in the rental unit, and secondly the tenant did not dispute the landlords Notice to End Tenancy and therefore any storage required as a result of the eviction is a cost he must bear himself.

Conclusion

I have allowed \$200.00 of the landlords claim, and I therefore order that the landlord may retain \$200.00 of the tenant's \$400.00 security deposit, and I have issued a monetary order for the landlord to return the remaining \$200.00 to the tenant.

The remainder of both these claims are dismissed without leave to reapply

I further order that each party bear their own \$50.00 cost of the filing fee they each paid for dispute resolution.

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: January 25, 2012.

Residential Tenancy Branch