



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD and ERP

### Introduction

This application was brought by the tenants seeking emergency repairs, rent abatement and return of their security deposit as remedies for the existence of mould in the rental unit.

### Issue(s) to be Decided

As the tenants have vacated the rental unit and emergency repairs are no longer an issue, this matter requires a decision on whether the tenants are entitled to return of the security deposit and rent abatement.

### Background and Evidence

This tenancy began on February 27, 2012 and ended on April 4, 2012. Rent was \$1,000 per month and that was the total rent paid by the tenants for the duration of this brief tenancy. The tenants paid a security deposit of \$500 on February 27, 2012.

During the hearing, the landlord's representative gave evidence that the tenants gave notice on March 27, 2012 that they were leaving the tenancy due to health concerns because of mould in the rental unit.

The landlord stated there was no mould in the rental unit. However, the landlord submitted into evidence a signed statement by the tenant, "GJ," who was the only signatory to the rental agreement, acknowledging that the \$500 damage deposit and \$400 of the rent had been returned to her on April 2, 2012.

The attending tenant/occupant, "VJ," stated that she had not received her share from the primary tenant. When I asked to speak with the primary tenant, "VJ" stated she was busy with the baby. "VJ" also stated that she and "GJ" now each have their own address.

### Analysis

I accept the statement signed by the primary tenant as authentic and note that the signature matches with the application filed on March 29, 2012.

Whether "VJ" is a tenant as she claims, or an occupant as claimed by the landlord, is of no consequence as either tenant may represent both in a co-tenancy.

Having found that the landlord accepted very late notice, returned the security deposit and \$400 of the rent, I find that, even if there was mould in the unit, a matter of some doubt, the tenants have been adequately compensated.

The distribution of the returned funds is a matter between the two tenants. The landlord has met her full responsibility in making the payment to the one tenant.

Therefore, I dismiss the application without leave to reapply.

### Conclusion

This application is without merit and is dismissed without leave to reapply.

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: April 20, 2012.

---

Residential Tenancy Branch