



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for a monetary order for compensation for loss under the *Act* and for the return of the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to her monetary claim for compensation? Did the landlord respond to the tenant's complaints in a timely manner? Was the landlord negligent with regard to repairs and maintenance of the rental unit? Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started on November 01, 2010 and ended on January 27, 2012. The monthly rent was \$1,050.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$525.00. The tenant did not provide the landlord with a forwarding address.

The tenant stated that on November 21, 2011, she reported the presence of mould in the rental unit. The landlord contacted an inspector that specializes in moisture detection and arranged to have the rental unit inspected on November 25, 2011. The inspector sent a report and recommendations to the landlord who made arrangements for repair work which was done from December 07 to 09. The landlord filed invoices for the work that was done in response to the inspector's recommendations.

The inspector also provided instructions for the tenant to run the humidistat and to open a window for ventilation while showering or doing laundry.

The tenant is claiming compensation in the amount of rent for three months for the presence of mould in the rental unit. The tenant is also claiming the return of the security deposit.

Analysis

Section 6 of the *Residential Tenancy Policy Guideline*, states that a landlord would normally be held responsible for a problem, if he was aware of a problem and failed to take reasonable steps to correct it.

In this case, the landlord was notified of a problem by the tenant on November 21, 2011 and took immediate action to resolve the issue by arranging for an inspection of the unit by a professional inspector. The landlord took further action and arranged for remedial work to implement the inspector's recommendations.

Based on the documentary evidence filed by both parties and the verbal testimony of both parties, I find that the landlord acted in a timely manner and carried out the necessary repairs to alleviate the problem of mould.

I find that the tenant has not proven negligence on the part of the landlord. Therefore her claim for compensation in the amount of rent for three months is dismissed.

The tenant did not agree to a deduction off the security deposit and the landlord has not filed an application to retain all or part of the deposit. Accordingly, the landlord must return the security deposit in the amount of \$525.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for 525.00.

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 19, 2012.

Residential Tenancy Branch