



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit / and recovery of the filing fee. Both parties attended and/or were represented in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on December 15, 2011. While there are two tenants named on the tenancy agreement, only one of these is named on the application for dispute resolution. Monthly rent of \$1,190.00 was due and payable in advance on the 15th day of each month, and a security deposit of \$595.00 was collected. There is no move-in condition inspection report in evidence.

By e-mail dated July 16, 2012, the tenants gave "30 days notice" of intent to end the tenancy. By e-mail dated July 18, 2012, the tenants informed the landlord of a number of deficiencies in the unit. Later, in an e-mail dated August 14, 2012, the tenants informed the landlord of mould in the unit and claimed that certain belongings had to be discarded as a result of damage from mould. Tenancy ended effective August 15, 2012. There is no move-out condition inspection report in evidence. By way of e-mail dated August 27, 2012, the tenants provided a forwarding address to the landlord for the purposes of repayment of the security deposit.

In the application, the tenant seeks the double return of the security deposit, reimbursement of costs arising from replacement of personal possessions allegedly damaged by mould in the unit, and recovery of the filing fee. During the hearing the parties explored whether the dispute might be resolved to their mutual satisfaction.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will pay the tenant \$645.00, and that a monetary order will be issued in favour of the tenant to that effect;
- that the above payment is comprised of the original security deposit of \$595.00 and the \$50.00 filing fee;
- that the above payment will be made by way of interact e-mail;
- that the above payment will be completed by no later than midnight, Friday, December 7, 2012;
- that the above particulars comprise full and final settlement of all issues in dispute which arise from this tenancy for both parties.

The landlord's agent stated that as he was not a central party to the dispute, he preferred that his name not appear in documentation related to these proceedings. However, I find that the landlord hired the agent to "manage his property and find new tenants" towards the end of this tenancy, that the agent had limited e-mail exchanges with the tenant(s), also towards the end of this tenancy, and that the agent is named as a party along with the landlord in the tenant's application for dispute resolution.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$645.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: December 03, 2012.

Residential Tenancy Branch