



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, 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 hearing was scheduled to deal with two applications for dispute resolution, one brought by the tenant, and one brought by the landlords however; at the beginning of the proceedings the landlord withdrew her application. Therefore this hearing dealt solely with the tenant's application.

The tenant's application is a request for a monetary order for \$4341.95; however at the hearing the tenant abandoned her claim for cleaning totaling \$174.72, and abandoned her claim for the filing fee of \$50.00.

Therefore the issues decided at the hearing were whether or not the tenant is entitled to return a double her \$1500.00 security deposit, and whether or not the tenant is entitled to compensation resulting from an alleged mold contamination in the rental unit.

Background and Evidence

The tenant testified that:

- At the beginning of the tenancy she paid a security deposit of \$1500.00.

- She moved out of the rental unit on October 7, 2012, and the landlord was served with a forwarding address in writing on October 8, 2012.
- To date the landlord has failed to return any of the security deposit.
- She did not give the landlord any permission to keep the security deposit.
- She was forced to move out of the rental unit due to mold contamination which caused her to suffer significant health issues.
- She therefore moved out of the rental unit on October 7, 2012 and then her Dr. subsequently diagnosed her with a toxic reaction to environmental mold.
- As a result she has had significant expenses that she would not have had if not been for the exposure to the toxic mold.

The applicant is therefore requesting a monetary order as follows:

Clean bedding to remove possible mold spores	\$129.65
Medical costs to treat toxic mold exposure	\$764.00
Costs to board her cat	\$554.40
Double \$1500.00 security deposit	\$3000.00

Total	\$4448.05

Landlord testified that:

- She did not file for dispute resolution to keep any or all of the security deposit, as she was unaware of the requirement to do so.

Analysis

Security deposit

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The tenant has not given the landlord any written permission to keep the security deposit, and the landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now past.

This tenancy ended on October 7, 2012 and the landlord has admitted that she had a forwarding address in writing by October 8, 2012.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$1500.00 and therefore the landlord must pay \$3000.00.

I dismissed the tenant's claims resulting from the exposure to toxic mold, as there is insufficient evidence to show that this exposure occurred at the dispute premises as no testing of the alleged mold in the rental unit was ever done to show whether there was toxic mold in the rental unit.

Conclusion

I have allowed a total of \$3000.00 of the tenants claim, and the remainder of the claim has either been abandoned or 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: January 09, 2013.

Residential Tenancy Branch

