



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNDC

Introduction

The tenants apply for recovery of a security deposit, the cost of emergency repairs and compensation for an alleged mould problem.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenants are entitled to any of the relief requested.

Background and Evidence

The rental unit is a two bedroom basement suite in the landlord's house. The tenancy started in November 2009. As a result of an arbitration hearing *[information removed]* held March 1, 2013, the tenancy ended April 1, 2013.

The tenants vacated the premises in April. It appears that the keys were returned on April 27th, the same day the tenants served the landlord with this application.

The tenants first complained about mould in the suite at the March 1st hearing. As a result, and after viewing the tenants' photographs, an Arbitrator ordered the landlord "to immediately investigate the report of the presence of mold in the unit and to take any steps recommended by a professional,"

The tenants say the landlord did nothing after receiving the Arbitrator's decision. The landlord's son, representing his mother at this hearing, says the tenant told him he'd repaired the area in question and the landlord didn't need to do anything.

Analysis

In regard to the tenants' \$350.00 security deposit, I allow the application and award them recovery of it. I find that landlord received the tenants' forwarding address in writing when she was served with this application on April 27 and I find that the tenancy

had ended by then. The fifteen day period prescribed by s. 38 of the *Residential Tenancy Act* has not yet expired and so I make no doubling order.

In regard to the tenants' application for recovery of the costs of emergency repairs, I dismiss that claim. The tenants did not adduce any evidence of repair costs they incurred, nor, for that matter, of any repairs.

I also dismiss the tenants claim regarding damages from the mold issue. Firstly, the matter was considered by the Arbitrator who ordered the landlord to investigate and take steps recommended by a professional. It is not clear that the landlord failed to do that, given the evidence of Mr. L. that the tenants indicated no more problem. Secondly, it is not clear that the tenants' suffered any loss from a failure of the landlord to carry out the Arbitrator's order. There was only the month of March remaining in the tenants' tenancy. It can't be said the landlord acting reasonably would have investigated the report of the presence of mould, retained a professional to inspect it and report and then carry out any recommended steps, all in that one month period.

Conclusion

The tenants' claim for recovery of their \$350.00 security deposit is allowed, the balance of the claim is dismissed.

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: May 13, 2013

Residential Tenancy Branch

