



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNDC, MNSD, MND, FF.*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order to recover the cost of mould remediation, for the filing fee and to retain the security deposit in satisfaction of his claim. The tenant applied for the return of double the security deposit, for the filing fee and for compensation resulting from loss under the *Act*.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the landlord entitled to a monetary order for mould remediation? Is the tenant entitled to a monetary order for compensation and to the return of double the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2015 and ended on March 01, 2016. The monthly rent was \$1,700.00 and prior to moving in the tenant paid a security deposit of \$850.00. The landlord agreed that the tenant provided him with a forwarding address on March 10, 2016 and the landlord failed to make an application to retain the deposit, within the legislated time period of 15 days.

The monetary claims of both parties were discussed at length. During the discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to drop his monetary claim against the tenant and pay the tenant \$1,700.00 in full and final settlement of all claims against the tenant. The landlord agreed to make this payment by September 15, 2016.
2. The tenant agreed to drop her claim against the landlord and accept \$1,700.00 from the landlord in full and final settlement of all claims against the landlord. A monetary order in favour of the tenant for this amount will be granted to the tenant.
3. The parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$1,700.00**. This order may be 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: August 24, 2016

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Residential Tenancy Branch