



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: FFL, MNDL-S, MNRL-S

### **Introduction**

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2475 for loss of rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. At the end of the hearing the parties reached a settlement.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlord on May 16, 2018 was served on the Tenants by mailing, by registered mail.

### **Issues to be Decided**

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on April 1, 2016. They then entered into a second one year fixed term tenancy that started on April 1, 2016 and ended on March 31, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1650 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$825 at the start of the tenancy.

The tenants experienced problem with mold caused by an outside source and they determined the landlord and the strata was not doing enough to remediate the problem. They asked the landlord to fix the problem by e-mail on a couple of occasions in February 2018. On March 5, 2018 the tenants e-mailed the landlord that they would not be renewing the lease which was set to expire on March 31, 2018. The landlord submits the notice was inadequate in that it did not give a clear month notice and was not in the form required by the Act. The tenants submit the rental unit was not habitable because of the mold problem. Further the landlord failed to mitigate their loss as they made insufficient efforts to fix the problem and find alternative renters. The landlord also claims the cost of a replacing the stove. The stove was damaged. The tenants submit the stove is functional and this is reasonable wear and tear. Both of the landlord's claims are disputed by the Tenants.

#### Settlement:

At the end of a lengthy hearing the parties reached a settlement and they asked that I record the settlement as follows:

- a. The landlords shall retain one half of the security deposit in the sum of \$412.50.
- b. The landlords shall return the balance of the security deposit in the sum of \$412.50 to the Tenants.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

#### Monetary Order and Cost of Filing fee

I ordered that the landlord shall retain \$412.50 of the security deposit.

I further ordered that the landlord shall pay to the Tenants the balance of the security deposit in the sum of \$412.50.

All other claims in this application are dismissed without leave to re-apply.

It is further Ordered that this sum be paid forthwith. The Tenants are given a formal Order in the above terms and the landlord must be served with a copy of this Order as soon as possible.

Should the Landlord fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

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: July 20, 2018

---

Residential Tenancy Branch