



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on March 15, 2011 and ended on December 15, 2012. Rent of \$1,100.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit.

The Landlord states that the Tenant failed to provide sufficient notice to end the tenancy by giving notice on the same day the Tenant moved out of the unit. The Landlord states that they are only seeking unpaid rent for December 2012.

The Tenant states that she discovered mold growing in the unit in November 2012 and reported it to the Landlord. The Landlord agrees that the Tenant informed the Landlord of mold and fungi growing in the unit but that the Landlord only found out in December 2012. The Tenant states that the mold damaged some furniture items and was harmful to her health so the Tenant moved out of the unit without notice. The Tenant states that she was not aware that she had to provide 30 days notice to end the tenancy. The Tenant states that she wanted the security deposit back so that she could replace the furniture damaged by the mold.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based on the undisputed evidence that the Tenant did not pay December 2012 rent, I find that the Landlord has substantiated an entitlement to **\$1,100.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,150.00**. Setting the security deposit of **\$550.00** plus zero interest off this amount leaves **\$600.00** owing by the Tenant to the Landlord. The Tenant is at liberty to make an application for dispute resolution in relation to any damages the Tenant may have suffered as a result of the mold in the unit.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$550.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$600.00**. If necessary, 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: March 19, 2013

Residential Tenancy Branch

