



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: CNR MNDC ERP RR FF

### Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy, as well as a reduction in rent and a monetary order for compensation and the cost of emergency repairs. In the hearing the tenants stated that they vacated the rental unit on April 1, 2009, and on that basis I dismiss the portions of the tenants' application regarding cancellation of the notice to end tenancy and reduction in rent.

Both tenants, a witness for the tenant, the landlord and an interpreter for the landlord participated in the teleconference hearing.

### Issue(s) to be Decided

Are the tenants entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 1, 2008, with monthly rent in the amount of \$2300. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$2300.

The relevant evidence of the tenants was as follows. In November 2008 the tenants found flooding in the basement of the rental unit. The tenants informed the landlord of the problem, and four days later the landlord attempted to repair a crack in the foundation where the water had come through. On January 6, 2009 a more serious flood occurred, resulting in approximately two feet of water on the floor of the basement, and no heat or hot water in the entire unit. The tenants temporarily vacated the unit, spent one night in a hotel, and then sought alternate accommodations for the following 10 to 14 days. One of the tenants had a home office in the basement, and several pieces of equipment and furniture were damaged. The tenant incurred costs in relocating his office to another location. The testimony of the tenants was that they sent their written forwarding address and their notice to vacate to the landlord by registered

mail on February 24, 2009. The tenants did not provide any receipts, photographs or other supporting evidence, but claimed monetary amounts against the landlord totaling \$15,350.83. One item listed in the tenants' claim was for return of half of their damage deposit in the amount of \$1150.

The response of the landlord was that the flood on January 6, 2009 occurred because of heavy snowfall. The landlord's testimony was that he immediately took steps to contact his insurance adjusters and commence cleanup. The landlord denied ever having received the tenants' written forwarding address.

### Analysis

The tenants did not provide sufficient specific evidence to support their claim, and I therefore must dismiss their application.

In regard to the security deposit, the landlord must either return the security deposit and applicable interest or apply to retain the security deposit within 15 days of receipt of this decision. If the landlord fails to do so, the tenants may apply for double recovery of the security deposit.

### Conclusion

The tenants' application is dismissed. As their application was unsuccessful, the tenants are not entitled to recovery of their filing fee for the cost of the application.

Dated April 21, 2009.