

DECISION

Dispute Codes: MNDC, FF, SS, O

This hearing dealt with an application by the tenants for a monetary order for money owed and compensation for loss under the tenancy agreement.

The tenancy began on July 1, 2008. A monthly rent in the amount of \$1600.00 was payable in advance on the first day of each month. On July 5, 2008, the landlord collected a security deposit from the tenants in the amount of \$800.00. On December 31, 2008, the tenants moved out of the rental unit.

The tenants are claiming for money owed and compensation for loss under the tenancy as follows.

The Fence

At the beginning of the tenancy, the tenants obtained permission from the landlord to build a fence around the property. The building of the fence was completed on August 8. In December, the tenants asked the landlords if they would consider paying for the costs of the fence. The landlords considered the request but eventually declined after obtaining some advice from the Residential Tenancy Branch. Both parties agreed that before the building of the fence, there was there was no agreement for the landlord to reimburse the tenants for the costs. Based on the above, I find that the tenants are not entitled to reimbursement for the costs of building the fence in the amount of \$600.00.

Horse Boarding

Both parties agreed on the followings: 1) The monthly rent of \$1600.00 included the use of the house and barn; 2) the repair of the barn roof was not completed

until August 30; and 3) there was a \$600.00 rent reduction from the September rent for the tenants' inability to use the barn for the month of August.

The tenants are seeking compensation for their inability to use the barn for July in the amount of \$600.00. Based on the above, I find that the tenancy included the use of the barn and the tenants were unable to use the barn for July due to ongoing repairs. I also find that the landlords and tenants had previously agreed on a rent reduction of \$600.00 for the tenants' inability to use the barn for the month of August. Accordingly, I find that the tenants are entitled to a \$600.00 rent reduction for their inability to use the barn for the month of July. I therefore allow a claim of \$600.00.

Car Storage

Both parties agreed on the followings: 1) On July 1, the tenants had to store their furniture in the new shop because the house was not ready for move in; and 2) on July 10, the house became ready for move in and the tenants moved their furniture from the new shop into the house.

The tenants gave the following evidence with respect to the storage of their car. On July 1, there was no room to store their car in the new shop. On July 10, they were able to move their furniture from the new shop into the house. On the same day, the landlords told them they wanted the new shop back for their own use and asked the tenants to use the old shop for storage instead. The tenants did not store their car in the old shop due to the ongoing repairs in the surrounding area which prevented them from moving their car into the old shop. The tenants added that the old shop was also undergoing repairs and had no walls or hydro. The tenants therefore put their car in storage for the months of July, August and September. On October 8, the tenants were finally able to bring their car into the old shop for storage as the various repairs were completed. The tenants are seeking compensation for three months storage fee for their car in the amount of \$600.00.

The landlords said that there was enough room in the new shop for the tenants' furniture and car but the tenants did not put their car in there. The landlords did not dispute the tenants' assertion that 1) on July 10, they had asked the tenants to clear out of the new shop and use only the old shop for storage, and 2) the repair of the old shop and the surrounding were not completed until October 8. I note in a document titled "Original verbal agreement between Roy Shields and Bill Jerritt before moving in", the landlord stated, "Old workshop would be for tenants to use as soon as it was cleaned out. In the interval they could use the new building for storage of their goods. In the future the new building would be rented to another party".

Based on the above, I find the tenants to have proven that there was an agreement for them to use the old shop for storage and that the repair of the old shop and the surrounding area were not completed until October 8. Accordingly, I also find that the tenants are entitled to compensation for the costs of car storage for the months of July, August and September. The tenants did not submit any receipts to confirm the costs of their car storage for the three months. I therefore allow 25% of their total claim of \$600.00 for the amount of \$150.00.

Missing Apples

The tenants said that towards the end of October, the landlords harvested all of the ripened apples from the tenants' tree without permission. The tenants estimated that there were approximately 200 pounds of apples on the tree. The tenants are seeking compensation in the amount of \$200.00. The landlords admitted to having taken all of the apples from the tenants' tree without permission. The landlords said that they had taken less than 50 pounds of apples. I find insufficient evidence to support the tenants' assertion that 200 pounds of apples were taken by the landlord. At the same time, the landlords admitted to having taken approximately 50 pounds of apples from the tenants'

tree. Based on the above, I find that the tenants are entitled to compensation for the costs of 50 pounds of apples. I therefore allow a claim of \$50.00.

The tenants have established a total claim of \$800.00 as compensation for their loss under the tenancy agreement. The tenants are also entitled to recovery of the \$50.00 filing fee. I grant the tenants an order under section 67 for the balance due of \$850.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.