

## **DECISION**

Dispute Codes      CNL, CNR, LRE, MNDC, OLC, PSF, RP, RR, FF

### Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking to cancel the Landlords' Notices to end the tenancy for the Landlords use of the unit and for unpaid rent, for orders for monetary compensation for money owed under the Act or tenancy agreement, an order for the Landlords to comply with the Act and to provide services or facilities required by law, and to set or suspend the Landlords' access to the rental unit, to allow the Tenants to reduce the rent, and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Are the Tenants entitled to the relief sought in their Application?

### Background and Evidence

The Landlords had a contract with the male Tenant to do construction work on the rental unit. I understand from the parties that the construction contract is under dispute in Provincial Court, and therefore, it is rightfully not part of this dispute, nor does the Residential Tenancy Act grant any jurisdiction in this matter to me.

Apparently, towards the end of the construction work being done by the Tenant in May of 2009, he requested that the Landlords allow him to reside in the rental unit. It seems that the Tenants had ceased their personal relationship, at least temporarily, and he required a place to stay.

The parties had a discussion and it was agreed that the Tenant could rent the residential property for \$1,300.00 per month, with a \$650.00 security deposit, and the Tenant was to pay for the utilities. The Tenant was allowed to move into the rental unit on or about May 14, 2009, however, the actual tenancy was contemplated to begin on June 1, 2009. Sometime during this interval the female Tenant returned and wanted to live at the rental unit as well.

The Landlords then approached the Tenants and asked them to sign a tenancy agreement and to provide them with the security deposit. Apparently, the female Tenant refused to sign the tenancy agreement, and would not provide a security deposit. In evidence the Tenants submitted that they did not pay the security deposit

due to the dispute over the construction contract. The Tenants did provide the Landlords with a rent cheque of \$1,300.00, and according to the Landlords, the Tenants also told the Landlords they would be vacating the rental unit in two weeks time. The Landlord deposited the rent cheque on June 2, 2009.

The Landlords, who live next door to the rental unit, then went away for a period of time. The Tenants claim the Landlords were away for two weeks, and the Landlords state it was much shorter.

Nevertheless, during the absence of the Landlords the electrical power was shut off to the rental unit. According to the evidence provided, the power bill was in the name of a former renter in the unit, who did not pay the outstanding bill, and the power was disconnected by the power company for default of payment.

The Landlords claim they had no idea there was a pending cut off of the power, until they received a call from the Tenants some five days after the power was cut off. The Landlords had been out of the service area for their cell phone, however, they had the power restored to the unit the day after being notified.

During this time, the Tenants ran extension cords to the Landlords' property to power some of their household. They claim to have been without power for five days, while the Landlords say it was four days. There is no evidence to support when the Tenants ran the power cords to the Landlords' property. The Tenants supplied copies of receipts for purchase of the power cords, however, the date on which the purchases were made is not shown on the receipts from Wal-Mart.

The Tenants further claimed the Landlords were at the rental unit on a daily basis, always looking in their windows when they were doing such work as mowing the grass at the rental unit. They complain the Landlords were harassing them, by giving them 24 hour Notices to enter the unit. They also claim they did not have access to the garage, which they paid rent for.

In evidence the Tenants also claimed they had contacted some 19 lawyers in their area to represent them in this dispute, however, according to the Tenants, none of these lawyers could represent them as the Tenants were informed there was a conflict of interest.

The Tenants further claimed the Landlords had called all other landlords in the area and cautioned them not to rent to these Tenants.

The Tenants filed their claim on June 8, 2009. On June 9, 2009, the Tenants put a stop payment on the \$1,300.00 rent cheque paid to the Landlords. On June 10, 2009, the Tenants amended their claim to ask for \$3,000.00 in monetary compensation, including a reduction in rent.

The Landlords issued the Tenants a 10 day Notice to End Tenancy for unpaid rent on June 15, 2009. The Landlords also issued a one month Notice to End Tenancy for cause on June 24, 2009. The Tenants vacated the rental unit at the end of June 2009.

### Analysis

Based on the evidence and affirmed testimony, and on a balance of probabilities, I find as follows:

I find that the claims of the Tenants must be dismissed. I find the evidence they provided and their demeanour while giving their testimony, lacked credibility and was often exaggerated. They had insufficient evidence to support most of their claims, such as lost work.

It is clear the Tenants refused to sign the tenancy agreement and refused to give the Landlords the required security deposit while residing in the rental unit. This was due to the ongoing dispute over the construction contract. Nevertheless, the first instance of the Act being breached was by the Tenants.

It is also clear the Tenants stayed on in the unit knowing full well they had stopped the payment on the rent cheque. They claim they did this because the power was shut off at the unit, although under the Act, the Tenants are not allowed to withhold rent even if the Landlords were in breach of the tenancy agreement or the Act, pursuant to section 26.

I further find that many of the claims being made by the Tenants are inextricably linked to the dispute over the construction contract. As I explained to the parties during the hearing, I have no jurisdiction over that matter, which is before the Provincial Court.

Therefore, I find that the Tenants' claims must be dismissed.

### Conclusion

The Tenants' claims are dismissed. The Act has no jurisdiction over some of the claims made, which are in front of the Provincial Court. Other claims were exaggerated, or lacked sufficient evidence to support them.

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 05, 2009.

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Dispute Resolution Officer