

DECISION

Dispute Codes: MNR, MNDC, OLC, RP and FF

Introduction

These applications were brought by both the landlord and the tenants.

By application of February 1, 2010, the landlord seeks a Monetary Order for unpaid rent in the amount of \$10, 500.

By prior application of January 18, 2010, the tenant seeks a Monetary Order for \$25,000 for emergency repairs to the rental property, specifically work on the perimeter drains and septic system. The tenant also seeks an Orders for landlord compliance and repairs.

Issues to be Decided

The landlord's application requires a on whether the landlord is entitled to a Monetary Order for the unpaid rent and recovery of the filing fee for this proceeding.

The tenants' application requires a decision on whether they are entitled to a Monetary Order for the emergency repairs. Orders for repairs and for compliance are moot as the tenancy has ended.

Background and Evidence

According to the tenant, this tenancy began around mid-May of 2009. The present landlord purchased the property with a possession date of July 1, 2009, and through his agent continued the tenancy and did not meet the tenant until December 2009. Rent was to be \$1,500 per month and there is no security deposit.

The tenant gave evidence that his family has moved out of the rental unit, and except for a few belongings left behind, the tenancy has ended.

The landlord claims that the tenant has paid no rent since he took possession of the property, but concurs that he has agreed to some rent relief for work performed and improvements to the rental building. However, there has not been a final accounting of the amount of rent relief as the tenant has not provided him with receipts to support all claims.

The tenant claims that, following heavy rains in early January 2010, there was water seepage into the rental unit and serious problems with the septic system. The tenant stated that he had the landlords consent to proceed with remediation work, but the landlord said, when presented with an estimate for \$28,690 to do the work, he refused consent. As a matter of note, the tenant works for the company in question and prepared the estimate.

The parties concurred that the landlord has not been presented with an invoice for the work.

Analysis

As the landlord has not yet been able to calculate the amount of rent relief he is willing to grant, and as the landlord has not been presented with an invoice for the work performed, I find that both applications are premature.

Conclusion

As both applications are premature, both are dismissed with leave to reapply.

February 26, 2009