

DECISION

Dispute Codes MNDC

Introduction

This was an application by the tenants for a monetary order. The hearing was conducted by conference call. The tenant and the landlord participated in the hearing.

Issues(s) to be Decided

Are the tenants entitled to compensation and if so in what amount?

Background and Evidence

The rental unit is is a two bedroom strata unit. The tenants rented it on a month to month basis beginning in 2008. The monthly rent was \$1,800.00.

There was a mold problem in the rental unit due to a water leak. Although the mold problem was identified in October, 2008 the leak was discovered in September, 2009. The tenants moved out of the rental unit on September 18, 2009.

The landlord has acknowledged that there was a water leak, but the source of the leak is a matter in dispute between the landlord and the strata corporation. The tenants paid the full rent for September, 2009. They have requested compensation because they moved out of the rental unit 12 days before the end of the month. The landlords do not agree that they are responsible for the compensation claimed by the tenants. They offered to include the tenants' claim for compensation as part of a landlords' insurance claim.

The tenants claimed payment of the sum of \$900.00 They claimed \$720.00, being pro-rata rent for the 12 days in September that they did not occupy the rental unit. They claimed a further \$180.00for additional travel and meal expenses incurred when they relocated for 12 days.

Analysis and Conclusion

I find that the tenants are entitled to compensation in the amount of \$720.00 for the loss of use of the rental unit for 12 days. The landlords should properly bear this loss and it may form part of their insurance claim, but they should not be entitled to receive rent for a period when they were unable to provide liveable rental accommodation, even if the failures was not due to any fault on the part of the landlord.

I do not allow the tenants' claim for additional meal and travel expenses. The problem that prevented the tenants from using the rental unit for 12 days was not the fault of the landlord and was not caused by any negligence on the part of the landlord. The landlord is therefore not obliged to compensate the tenants for any more than the loss of use of the rental unit. The tenants are entitled to recover the \$50.00 filing fee paid for their application and I grant them a monetary order under section 67 in the amount of \$770.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: May 03, 2010.
