

DECISION

Dispute Codes: MNSD, MNR, MNDC, RP, RPP, RR, O and FF

Introduction

These applications were both brought by the tenants..

By application of April 26, 2010, the tenants sought a variety of remedies and monetary compensation arising from their claims of having made a number of improvements to the rental unit with the consent of the landlord. The tenants also sought return of personal property.

By application of May 10, 2010, the tenants submit substantially the same claims for the same reasons, and they have added a request for return of their security deposit. While the landlord did not receive a copy of the second application, the redundancy between the two renders that concern moot.

Issues to be Decided

These applications require a decision on whether the tenants are entitled to an order for return of personal property and a Monetary Order for services performed for the landlord.

Background and Evidence

This tenancy began on December 18, 2009. Rent was \$1,000 per month and the tenants paid a security deposit of \$500.

The tenancy was the subject of a hearing on March 8, 2010 in which the landlord was granted an Order of Possession effective two days from service. The landlord was also granted a monetary award of \$2,400 for unpaid rent and recovery of the filing fee. Of that, \$500 was covered by authorization for the landlord to retain the security deposit in set off and the \$1,900 balance by way of a Monetary Order enforceable through the Provincial Court of British Columbia..

Despite the Order of Possession, the landlord subsequently had to obtain a Writ of Possession and the tenants did not fully vacate until May 3, 2010.

During the hearing, the tenants gave evidence that they had, with verbal consent of the landlord, carried out a number of improvements to the rental unit. The tenants also claimed return of personal property. While there is no breakdown of the claims, the tenants request compensation of \$4,200 for the work, unreturned items and unspecified needed repairs.

The landlord's agent gave evidence that the rental unit had been newly refurbished at the beginning of the tenancy and there had been no need for the tenants to make the claimed improvements. She further stated that the rental unit had been extensively damaged during the tenancy, requiring replacement of drywall among other repairs.

She stated that after moving out, one of the tenants had given his consent for any remaining goods to be discarded.

Analysis

On the question of the tenants' request for return of their security deposit, I find that the landlord was duly authorized to retain it against the monetary award granted in the previous hearing.

As to the claims for improvements to the rental unit, the tenants have provided no documentary or corroborating evidence of any kind to establish that any improvements were done or that the landlord had agreed to compensate them for such work.

As to the return of personal property, I prefer the evidence of the landlord's agent that the tenants had directed her to dispose of any goods left behind.

On balance I find the tenants applications to be lacking in merit, frivolous and vexatious.

Conclusion

Both applications are dismissed in their entirety without leave to reapply.

June 14, 2010