

DECISION

Dispute Codes: ERP, LAT, LRE, MNDC, MNR,OLC, PSF, RP, RR and FF

Introduction

This application was brought by the tenants seeking a variety of remedies and monetary compensation arising from claims that the rental unit had not been cleaned prior to their occupancy and was in need of repairs. They also sought compensation for loss of one tenant's bicycle from outside the rental unit.

Issues to be Decided

This application requires a decision on whether the tenants are entitled to the orders and compensation requested.

Background, Evidence and Analysis

This tenancy began on April 1, 2010 under a fixed term rental agreement set to end on March 31, 2011. Rent is \$1,700 per month and the landlord holds a security deposit of \$850.

During the hearing, the tenants submitted the following claims on which I find as follows:

Compensation for cleaning - \$850. The tenants submitted a very large number of photographs illustrating that the rental unit had not been cleaned at the beginning of the tenancy. The property manager reiterated an offer of \$100 in compensation she had made to the tenants for cleaning. While I find the tenant's claim to be inordinately high, I cannot agree with the landlord's position that the work could have been done in one day by a cleaner engaged at \$10 per hour. I find that \$300 is reasonable remuneration for the work and allow that amount of the claim.

Leaking bathroom. The landlord did not contest the leaking bathroom but gave evidence that the work may well have been completed long ago if the tenants had been more cooperative with workers sent to do repairs. In one submitted report, a worker who had come to assess the work stated that he had only one-half hour, not nearly enough time to complete the work, before the tenants required him to leave. Nevertheless, the landlord offered \$850 in compensation for the inconvenience and any expenses incurred as a result. I find that offer to be fair and award that amount to the tenants

Compensation to tenants while bathroom under repair. The landlord committed to do the bathroom repairs in the very near future. He made a commitment that if the tenants cooperated fully in granting access, the work could be completed in seven days. The landlord agreed that the tenants would be compensated \$400 for the loss of use of the bathroom, more than the seven day per diem rental rate.

I find that offer to be fair and reasonable and it is awarded with a reminder to the tenants of the need for their full cooperation and the fact that the landlord is required to give 24-hour notice but the tenants do not have to be present.

Replacement of carpets, addition of screens/baseboards. The tenants make claim that there is some staining and edge wear in the carpets. They request that the carpets be replaced and baseboards added. In addition, they request screens for the windows. The landlord noted that the requirements for decoration and repair under section 32 of the *Act* take into account the age and character of the building and that those factors are factored into the level of rent charged for the unit. In fact, the tenant offered information that an apartment of similar size in the same area can rent for as much as \$3,200 per month.

I find that the carpets and lack of screens are as they were when the tenants committed to the rental agreement, although the landlord has offered to have the carpets cleaned. I accept the landlord's evidence that baseboards and screens are not provided in any of the rental units in the townhouse complex although some tenants have added them on their own initiative. These claims are dismissed.

Replace bicycle. The tenant claims his bicycle would not have been stolen if the landlord had provided him with a key to the storage locker. The landlord stated that there is no storage locker for the use of tenants and that the tenant could have taken his bicycle inside the rental unit if he so chose. I accept the evidence of the landlord on this question as fact and the claim is dismissed.

Electrical failure in bathroom and heaters off wall. The tenants stated that very recently there had been sparking and an electrical failure in the bathroom resulting from the leaks in the bathroom. They also stated there are electrical heaters hanging loose and not properly secured to the wall. I accept the landlord's promise to remedy those hazardous deficiencies expeditiously.

Filing fee - \$50. Having found substantial merit in the tenants' application, I find that they are entitled to recover the filing fee for this proceeding from the landlord.

Thus, I find that the landlords owe to the tenants an amount calculated as follows:

| | |
|---|-------------------|
| Compensation for cleaning | \$ 300.00 |
| Compensation for needed repairs | 850.00 |
| Compensation for loss of use of bathroom for seven days | 400.00 |
| Filing fee | 50.00 |
| TOTAL | \$1,600.00 |

As a matter of note, the parties gave evidence that the tenants had not paid all of the rent for August, having withheld it in anticipation of this hearing. The parties are reminded that section 26 of the Act requires that:

“A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.”

Therefore, the landlord remains at liberty issue a Notice to End Tenancy for unpaid rent with respect to the August rent.

Conclusion

Having found that the landlords owe to the tenants \$1,600, I hereby authorize and order that tenants may withhold that amount from the rent due on September 1, 2010.

August 11, 2010
