

Decision

Dispute Codes: MNR, MNDC

Introduction

This hearing dealt with an application by the tenants for a monetary order as compensation for the cost of emergency repairs, and compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenants are entitled to the above under the Act, regulation or tenancy agreement

Background and Evidence

There is no written tenancy agreement for this month-to-month tenancy which began on July 1, 2010. Monthly rent is \$700.00 and a security deposit of \$350.00 was collected near the start of tenancy.

The tenants claim there were two floods in the unit, one in September and one in October. The tenants do not dispute that the landlords and / or the landlords' family members responded by cleaning and undertaking necessary repairs. However, the tenants claim they are entitled to compensation for certain costs they incurred in completing some of the clean up themselves, compensation for loss of quiet enjoyment, and compensation for a range of possessions which they claim were damaged and had to be either cleaned or discarded. In support of their claim the tenants have submitted a detailed list of specific aspects of the claim and have assigned a monetary value to each.

The tenants testified that they withheld payment of rent for September as a means of recovering some of the compensation sought. However, the landlord testified that not

only did the tenants withhold payment of rent for September, they also withheld payment of rent for August and October.

Subsequent to the tenants' filing of their application, the parties state they reached an agreement between them pursuant to which the tenants will vacate the unit by not later than Wednesday, December 15, 2010, and the landlord will retain the security deposit as payment of rent for the period from December 1 to 15, 2010.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenants have provided insufficient evidence to support their claim for compensation. Specifically, testimony given by the parties in regard to how much rent has been withheld is contradictory, and the parties place the blame squarely on each other for the reason(s) why flooding occurred in the first place. Further, while the tenants have produced an itemized list of costs, including possessions they claim were damaged or needed cleaning or were discarded, and have assigned a monetary value to each, they have provided no receipts, no photographs and no witness statements or testimony concerning the flooding and the alleged damage or loss.

Conclusion

Pursuant to all of the above, the tenants' application is hereby dismissed.

DATE: December 3, 2010

Dispute Resolution Officer