



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNDC MNSD OLC FF O

### Introduction

This hearing dealt with an application by the tenants for monetary compensation, an order for recovery of the security deposit and an order that the landlord comply with the Act. At the outset of the hearing the tenants stated that the tenancy had not ended, and therefore the portion of their application regarding the security deposit is premature and is dismissed with leave to reapply.

Both tenants, the landlord and an agent for the landlord participated in the teleconference hearing.

The tenants submitted more than one set of evidence but did not serve the landlord with all of the identical sets of evidence. The tenants stated that the last disc they submitted contains all of the evidence that they served on the landlord, and I therefore admitted that disc as evidence. The landlord also questioned an electrical inspection that the tenants submitted, but I was satisfied that the landlord was familiar with the document and I also admitted that inspection report.

The landlord complied with service requirements for their evidence, and it was admitted.

### Issue(s) to be Decided

Are the tenants entitled to the monetary compensation claimed?

### Background and Evidence

The tenancy started on January 1, 2011, with monthly rent in the amount of \$1000. The tenants have claimed \$3000, or all of the rent paid for the three months of the tenancy, on the basis that the landlord did not carry out repairs that were requested at the outset of the tenancy. The tenants have also claimed a further \$1500 for pain and suffering, for living in the conditions they have for the past three months.

The evidence of the tenants on their application was as follows. At the start of the tenancy, the tenants verbally requested that repairs be done, particularly repairs to a leak in the roof and electrical repairs.

The tenants had serious concerns about the safety of the electrical system in the house, and for that reason they did not use much of the electricity. Most of the house is heated by electric baseboard heaters, and the tenants did not use the electric heat for fear of a fire. They only used the bedroom and living room, with wood heat in the living room. An electrical inspection was carried out on March 10, 2011, and based on that inspection the safety officer recommended that the power to the property be disconnected. On that date, the tenants vacated the property.

There were mice in the kitchen, and the tenants brought those problems to the landlord's attention on February 2, 2011. The landlord did not deal with the mice until February 22, 2011.

In their evidence, the tenants submitted a copy of an undated letter in which they requested repairs regarding a hole in the roof above the electricity box, the exposed electricity box, and assurance that the electrical was operating up to code.

The response of the landlord was as follows. The tenants did not point out any issues with the rental unit when they moved in. There was no written or verbal list of deficiencies, and the only item discussed was painting.

As soon as the tenants said there was a leak in the roof, the landlord had a roofer in to do repairs. One week later the tenants complained that the roof was still leaking, so the landlord had the same roofer in. On the third occasion the landlord called in another roofer to inspect. The landlord provided a letter from the roofer which states that when he inspected he found no evidence of any leak, but as a precaution he did put some patching material on top of some previous patching work.

On February 22, 2011, the tenants gave the landlord their written request for repairs, and the landlord told the tenants that those repairs had already been done.

On March 11, 2011, the day after the electrical inspection was done, the landlord had an electrician carry out another inspection. That electrician stated that there was no danger, and no water, but the house was 67 years old and needed to be brought up to today's standard. The landlord had electrical repairs carried out to bring the house up to standard. Those repairs were completed on March 17, 2011.

The landlord's testimony was that within one or two days of hearing about the mouse problem, he provided poison to deal with the problem.

### Analysis

I find that the tenants have not provided sufficient evidence to support their claim for monetary compensation. The tenants did not inform the landlord in writing of problems with the rental unit, except in one undated letter. I found the landlord to be credible, and I accept his evidence that he attempted to promptly address problems with the rental unit when they were brought to his attention.

### Conclusion

The tenants' application is dismissed in its entirety. As their application was unsuccessful, they are not entitled to recovery of the filing fee for the cost of their application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 31, 2011.

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Residential Tenancy Branch