



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, RP, FF

Introduction

This hearing dealt with an application by the tenants for an unspecified monetary order, an order to have the landlord comply with the Act, to make emergency repairs, make repairs and recovery of the filing fee. Both parties participated in the conference call.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

This tenancy was initially entered into October 1, 1999 and at that time the tenants paid \$460.00 to occupy a portion of the residence. In May 1, 2001 a new agreement was entered into by the parties as the tenants were now renting the entire residence at a monthly rent of \$1000.00 and a security deposit of \$500.00.

The tenants testified that in the original tenancy agreement which was signed October 1, 1999, laundry facilities were included. The tenants maintain that the laundry facilities remained part of the tenancy agreement even though a new tenancy agreement was entered into by the parties in May 2001 and this agreement does not include laundry facilities. The tenants are seeking \$4800.00 compensation at \$200.00 per month for 24 months for reimbursement of the electrical and gas bills associated with using their personal washer and dryer. The landlord testified that the May 2001 tenancy agreement signed by the tenants does not include laundry facilities therefore the tenants are not entitled to compensation.

The tenants testified that the landlords did not complete repairs or maintain the property through-out the 12 years they have lived there; it should be noted that these landlords have had possession of the property for only 2 years. The tenants stated that there were numerous lights burned out in the rental unit, non-functioning electrical plugs, the downstairs toilet broken, the downstairs carpet very dirty and excessive mold in the rental unit.

The landlord stated that all of the repairs had been completed over the past 4 months and that the landlords have been very responsive to the tenant's requests for repairs; the tenants confirmed this. The tenant stated that the downstairs toilet was still broken and the landlord referred to the bill submitted by his contractor for repair of the toilet. The tenant stated that they had finally replaced the downstairs carpet which was very old and dirty. The tenant stated that there has always been a mold problem as the residence is very old but that in the past year the problem was much worse.

The landlord notes in their evidence that they believe the issue of mold to be a result of 10 occupants living in the rental unit. The tenant stated that 5 of the occupants have since moved out and 5 occupants remain and that when the 5 additional occupants moved in a year ago, the mold did become a problem.

The landlord stated that the property has sold and title will transfer on July 29, 2011 and believe the new owners may request vacant possession. The tenants responded by saying the intended on vacating at the end of the month however they had not given the landlord proper notice. The landlord in this hearing agreed that if the tenants put in writing that they wanted to vacate by the end of July 2011 that the landlord would accept this as proper notice. The parties were advised to contact each other outside of this hearing and ensure that a Mutual Agreement to End Tenancy is completed in writing.

Analysis

Based on the documentary evidence and testimony I find that the tenants have not met the burden of proving that they are entitled to compensation of \$4800.00 for loss of use of the laundry facilities. The tenants 2001 signed tenancy agreement clearly does not show that laundry facilities are included as part of the tenancy therefore the tenants may not claim compensation for something that they never had.

In regards to the repairs to the rental unit, both parties agreed that with the exception of the downstairs carpet and the source of the mold, all items listed by the tenants as requiring repair have been addressed by the landlords.

I am not satisfied that the mold issue is due to negligence on the part of the landlords as the tenants acknowledged that when the occupancy of the rental unit went from 5 occupants to 10 occupants, the mold became a noticeable problem.

As the property is going to change hands in a week's time and the tenants potentially vacating at the end of the month, I do not find it appropriate to order these landlords to complete maintenance on the property and leave that responsibility to the new owners.

The tenant's application is dismissed in its entirety without leave to reapply.

As the tenants have not been successful in their application they are not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: July 20, 2011.

Residential Tenancy Branch