



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, ERP, RP and RR

### Introduction

This application was brought by the tenants on November 25, 2011 seeking compensation for repairs and emergency repairs to the rental unit, orders for further repairs and emergency repairs and a rent reduction.

### Issue(s) to be Decided

This matter requires a decision on whether the tenants have proven on the balance of probabilities that they are entitled to the compensation sought and for orders for further repairs.

### Background and Evidence

The tenants were given possession of the rental unit on October 20, 2011 when, the landlord, anticipating a November 1, 2011 tenancy, advised the tenants that he would be having the unit subjected to a much needed cleaning. The tenants then volunteered to do the cleaning and the landlord stated he would not charge them rent for the balance of October in exchange. Rent was to be \$1,150 per month.

The tenants subsequently advised the landlord of the need for further work and the parties came to agreement that the tenants would have free rent for November in exchange for, among others, some drywall installation, mould removal and sealing a closet ceiling which had apparently been opened to check the insulation for asbestos.

The landlord said that he after viewing the work that had been done, he asked the tenants not to do anything further.

The tenants claim that they are owed \$3,100 for the work and the landlord stated that he believed that the value of such work as had been done had not equalled the free rent granted to the tenants.

The landlord stated that the tenants did not pay the rent due on December 1, 2011 and he has issued a Notice to End Tenancy for unpaid rent. The tenants said they have found new accommodation and will be leaving the rental unit by December 2011.

### Analysis

The tenants have provided no evidence in support of their claims for compensation and in the absence of a written and itemized agreement between the parties, it is not possible to calculate any value of the work provided beyond the free rent agreed to by the landlord.

Also, in view of the tenants' assurance that they will be vacating by the end of the month, I find it would be impractical to consider repair orders at this time.

Therefore, the tenants' application is dismissed in its entirety without leave to reapply.

### Conclusion

This application is dismissed 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: December 12, 2011.

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Residential Tenancy Branch