



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an order to cancel a Notice to End Tenancy there was given for non-payment of rent, and a request for a monetary order for \$25,000.00.

Background and evidence

The applicants are claiming that the landlords failed to do cleaning and repairs that were needed at the rental property and as a result they did them themselves at a cost, for labour, materials, and lost income, of \$61,600.00.

The applicants however testified that they never gave the landlord any written request to have repairs done; they just went ahead and did them, because in their opinion they were needed in the landlord was not doing them.

The applicants also testified that they never applied for dispute resolution to get an order to have the repairs done, stating that they were unaware of their rights and obligations under the Residential Tenancy Act.

The applicants also testified that the landlord never agreed to pay them for any of the work they were doing at the rental property.

Analysis

It is my decision that I will not allow any of the applicants claim.

If a tenant believes that there are repairs needed at a rental property, the tenant must first give the landlord a written request to have those repairs done.

If after sending the landlord a written request, the landlord fails to act on that request, the tenant's next step is to apply to the Residential Tenancy Branch for dispute resolution and request that a repair order be issued.

The dispute resolution hearing provides both the landlord and the tenant opportunity to be heard on the matter.

If at the dispute resolution hearing the Dispute Resolution Officer finds that repairs are required, the Dispute Resolution Officer can issue an order to the landlord to have those repairs done.

The tenant does not have the right to take matters into their own hands and do the repairs themselves and expect that the landlord will pay them for the work done.

In this case the tenants chose to do the work themselves without following the proper protocol and it is my decision that I will not order that the landlord pay them for the work that they did.

Conclusion

This application is dismissed in full 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 14, 2011.

Residential Tenancy Branch