



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with an application by the tenants for monetary compensation. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 26, 2011, the landlord did not participate in the conference call hearing.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on November 5, 2009, with monthly rent of \$750.

The tenant stated that from the outset of the tenancy the ceiling of the rental unit was patched, and the landlord told the tenants that there had previously been a leak but it was fixed.

Beginning in December 2009 the tenants could hear water drip in the walls. Then the ceiling burst open, and black, mouldy water came out. The tenants contacted the landlord, but the landlord would not do anything at first. On or about December 20, 2009, the landlord moved the tenants into another suite in the same building. The monthly rent for the new unit remained the same.

The tenants have claimed compensation of \$1500, or recovery of all of their rent for the two months they paid for a leaky apartment. The tenant has fibromyalgia and depression, and the incident was very stressful and expensive. The landlord would not give the tenants any moving costs. The tenant believes that the landlord was aware that the roof had not been repaired properly.

In support of their application, the tenants submitted one page containing black and white copies of eight photographs. In the hearing the tenant stated that the photographs depict the condition of the rental unit after the leak. The copy of the photographs that is submitted in evidence is a very poor copy, and most of the photographs appear completely black. Aside from testimony, the tenants did not provide any further supporting evidence for this application.

### Analysis

I find that the tenants did not provide sufficient evidence to support their application. The tenants did not indicate the specific date on which the leak occurred, and they did not provide evidence of any written request for repairs, any supporting evidence of the impact of the leak on the tenant's medical condition at the time it occurred, or any bills or receipts for costs the tenants incurred for moving from one suite to another. The tenants only provided speculation that the landlord knew the roof had not been repaired properly.

As the tenants' application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The application of the tenants is dismissed.

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: January 26, 2012.

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Residential Tenancy Branch