



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, LRE, FF

Introduction

This was the hearing of an application by the tenants. The hearing was conducted by conference call. The tenants and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Are the tenants entitled to a monetary order and if so, in what amount?
Should the landlord be order to make repairs to the rental unit?

Background and Evidence

The rental property is a house in Delta. The tenants rent the lower suite and the landlord lives upstairs. The tenancy began In February, 2011. Monthly rent is \$800.00. The tenants testified that laundry was to be included in the rent. They testified that they paid the landlord an \$800.00 security deposit at the commencement of the tenancy

The tenants said that they had to perform extensive cleaning before they moved in. The tenants submitted photographs showing tiles that came off the bathtub surround during cleaning. The tenants have had to cover it with plastic because the landlord refused to fix it. He blamed the tenants for causing the damage. The tenants testified that in early March there was an arson attack at the house. Someone poured gasoline on the front steps and lit it on fire. At the same time someone threw a brick through the window of the tenant's truck. The tenants testified that a police officer told them that these events were targeted at the landlord or his sons. The tenants testified that the police have advised them to move out of the rental unit. The tenants testified that they are moving and have secured other accommodation. The tenants testified that they received information from an information officer at the Residential Tenancy Branch that the landlord should not have charged the equivalent a full months' rent as a security deposit and based on that advice they have paid the landlord only \$400.00 on account of rent

for April and have taken the position that the excess security deposit of \$400.00 should be applied to satisfy the balance of April's rent.

The tenant testified that she had to pay \$200.00 to replace the broken window in her truck and the landlord should reimburse her for the cost because the incident was directed at him.

Analysis and conclusion

Because the tenancy ended at the end of April 2012 there is no basis for making a repair order or an order restricting the landlord's right of access to the rental unit. With respect to the tenants' claim for reimbursement for the cost to replace the window in the tenant's vehicle, I find that it is not a matter that falls within my jurisdiction under the *Residential Tenancy Act*. The damage was caused by an unknown third party and the fact that the perpetrator may have intended to harm the landlord's property does not convert the act of vandalism into a residential tenancy matter. The claim for a monetary order is dismissed for lack of jurisdiction. The tenants have leave to apply for the return of the balance of their security deposit.

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: May 25, 2012.

Residential Tenancy Branch