



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, O

Introduction

This hearing dealt with an application by the tenants for a monetary order and an order compelling the landlord to perform repairs. Both parties participated in the conference call hearing.

At the hearing, the tenants advised that they have vacated the rental unit. As the tenancy has ended, it is unnecessary to address the claim for an order compelling the landlord to perform repairs and I consider that claim to have been withdrawn.

Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

The tenants testified that they are seeking an award of \$4,700.00, which represents approximately half the rent paid during the tenancy, because the landlord failed to perform repairs during the tenancy, there was mould in the rental unit, the unit was draughty and they had to use electric heaters to stay warm and their electrical bill was unusually high.

The tenants submitted two documents to support their testimony. The first document is a copy of an electrical inspection report performed on February 12, several days after the tenants filed their claim. The report identified 11 deficiencies and ordered the landlord to complete repairs. The tenants testified that the electrician told them that the landlord had already been made aware of the electrical problems.

The tenants also submitted a copy of a letter that they wrote to the landlord in December 2012, asking him to do repairs. The letter contains a comprehensive list of required repairs.

The landlords acknowledged having received the tenant's letter in December and stated that they arranged for repairmen to attend at the rental unit to address the issues raised on the list, but that it was difficult for the repairmen to get in contact with the tenants. The landlords provided a signed statement from each of the two repairmen in which one stated that he had difficulty contacting the tenants and the other stated that in December, the tenants told him that they did not need him to return. The landlords acknowledged that they typed the statements but stated that they went over the statements with the repairmen when they asked them to sign the document. The landlords stated that they were unaware of electrical issues until they received the electrical inspection report.

The tenants testified that they spoke with one of the repairmen who told them that he did not read the letter, but just signed it because he was asked to. They further testified that they asked the repairman to write a letter on their behalf but that he refused because it would interfere with future work opportunities with the landlord.

Analysis

The tenants bear the burden of proving their claim. Although they provided extensive verbal testimony, they provided very little in the way of corroborating evidence.

I do not accept the tenants' hearsay testimony that the repairmen were unaware of the contents of the letters they signed. There is no question that they signed the letters, which they must have realized indicated that they were in agreement with the contents therein.

I find it more likely than not that upon receiving the list of required repairs, the landlord arranged for those repairs to be completed and that some of the repairs were not completed due to an inability to arrange times for the repairmen to attend at the residence.

I further do not accept the tenants' hearsay testimony that the electrician told them that the landlord was already aware of electrical deficiencies. I find insufficient proof to establish that the landlord was aware of the electrical problems prior to the report and I find that he was not aware prior to the time the application for dispute resolution was filed.

I find no compelling evidence to show that the hydro bills for the rental unit were unreasonably high. The tenants provided no invoices to corroborate their claim and in the absence of such evidence, I am unable to make a determination on that issue.

While I accept that some repairs were required, I find insufficient evidence to prove that the landlord did not act reasonably in addressing repair requests and I further find insufficient evidence to prove that the tenants had unusually high hydro bills as a result of some failure on the landlord's part. For this reason, I dismiss the tenants' claim.

Conclusion

The tenants' claim is dismissed in its entirety.

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: March 06, 2013

Residential Tenancy Branch

