



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNR, FF

### Introduction

This hearing was convened in response to an application by the tenants for an order setting aside a notice to end this tenancy and a monetary order. Both parties participated in the conference call hearing.

At the hearing, the parties decided to settle the issue of the notice to end tenancy on the terms outlined under “Analysis” below. The remaining issue of the monetary order claim was left for me to adjudicate.

### Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

### Background and Evidence

The parties have been in a prior dispute resolution hearing in which the landlord agreed to compensate the tenants for inconvenience and the increased cost of utilities resulting from attempts to repair a leaking roof. That settlement covered the period of time up to November 30, 2013 and compensated the tenants at a rate of \$47.00 per day.

The tenants had withheld \$210.00 from their rent in the month of July 2014 to compensate themselves at approximately the same rate for the 5 month period from December 2013 – April 2014. The landlord served them with a 10 day notice to end tenancy for unpaid rent (the “Notice”) and the parties agreed to settle the issue of rent and the Notice on the terms outlined below.

The tenants seek an award of \$210.00 and testified that the leak in the roof was not repaired until April. The tenants claimed that from December – April, they had increased utility costs because the contractors kept testing for leakage and the tenants had to keep a heater going to keep the walls dry. The tenants claimed that they gave

the landlord utility bills showing that they were paying extra utilities but did not provide those bills as evidence.

The landlord argued that the amount of water in the walls during the period in question was minimal and that the use of the extra heater was not required continually. They further argued that no power tools were used during this period in contrast to the previous period in which they acknowledged that the utility bills had been higher due to work on the roof.

### Analysis

The parties agreed that the landlord would withdraw the Notice and that on October 1, the tenants would pay the \$210.00 they withheld from their July rent. If the tenants fail to make this payment or if they do not pay October's rent in full, the landlords are free to issue another notice.

The tenants bear the burden of proving their claim on the balance of probabilities. While the leak in the roof may not have been completely repaired until April, I am unable to find that the extent of the work performed from December – April was as intensive as in the previous period. The tenants did not provide the utility bills for my reference and without comparing these bills to a period in which the roof repairs were not underway, it is not possible for me to determine whether their utility charges were unusually high.

I find that the tenants have not proven their entitlement to compensation and I dismiss their claim. The tenants will bear the cost of their filing fee.

### Conclusion

The monetary claim is dismissed. The Notice is withdrawn and the tenants will pay \$210.00 in arrears with their October rent.

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: September 19, 2014

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Residential Tenancy Branch

