



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, ERP, RP, PSF, LRE, FF

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking orders to have the landlord complete repairs and emergency repairs; to provide services required by law; to suspend or set conditions on the landlord's right to enter the unit and a monetary order.

The hearing was conducted via teleconference and was attended by both tenants and both landlords.

Since the tenants submitted their Application for Dispute Resolution they had reached a settlement agreement during a hearing on August 25, 2014 that the tenancy would end on September 30, 2014. As this hearing was held on September 26, 2014 I found that by the time this decision would be written the tenancy would have been over and as such I found a number of issues raised in the tenants' Application were moot.

As such, I amended the tenants' Application for Dispute Resolution to exclude repairs; emergency repairs; providing services or facilities required by law; suspending or setting conditions on the landlord's right to enter the rental unit.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for compensation damages or losses resulting from the tenancy and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlords provided in evidence a copy of a tenancy agreement signed by the parties on May 14, 2014 for an 11 month and 2 week fixed term tenancy beginning on May 15, 2014 for a monthly rent of \$1,300.00 due on the 1<sup>st</sup> of each month with a security deposit of \$650.00 paid. The tenancy was set to end, as noted above, on September 30, 2014 by mutual agreement.

The tenants submit in their Application for Dispute Resolution that they are seeking compensation in the amount of \$3,800.00 broken down as follows: \$600.00 for moving costs; \$600.00 for having to be out of the rental unit while the bathroom was being renovated; and the return of \$2,600.00 for two month's rent.

The tenants submit that the landlords the landlords attempted to renovate the rental unit bathroom but during the process they required the tenants to be out of the unit for 5 days. The tenants submit that they had nowhere to go other than to their parents in a community several hours away and as such had to pay for gas and food that they would not normally have paid. The tenants did not provide any evidence to support the value of their claim (i.e. no gas or food receipts).

The landlords submit that they specifically chose the dates in July to complete the renovation because the tenants had advised them that they would be out of town on vacation at the time.

The tenants submit also that the work was never completed properly and that they constantly had to report problems with the bathroom; hot water tank; and laundry to the landlords that never got resolved during the tenancy.

The landlords submit that they had their plumbers check all related work and that when they left it there was nothing wrong but then the tenants would report a problem. The landlords believed that the tenants were causing additional damage to the systems that created additional problems.

The tenants also submit that during the renovations mould was uncovered and the landlords did nothing to deal with the problem and as a result the tenants have suffered medical problems. While they did not submit any medical documentation the tenants read into the hearing a letter from her physician. The tenants did not submit any reports regarding the presence of mould or if present what types of mould existed in the bathroom.

The landlords submit that the only mould left in the bathroom was surface mould that they had treated with bleach and as a result they did not need to remove anything as the mould was dead and would not reoccur. The tenants submit that as a result of the landlords failure to remove the mould they felt the rental unit was not suitable for them and their children due to respiratory issues.

The tenants also submit that the landlords would enter the rental unit with adequate notice and they felt that privacy was impacted. Based on the mould; the lack of notice of entry; and additional costs incurred during the renovations, the tenants felt they had no option but to move out.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 32(1) of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard for the age, character and location of the rental unit make it suitable for occupation by a tenant.

While I accept it is the landlords' obligation under Section 32 to maintain the property I find from the evidence presented by both parties that the landlords attempted to do so as soon as issues were raised by the tenants.

When dealing with issues related to plumbing, I find that these issues may be dealt with on an emergency basis and it is not always necessary for the landlord to provide 24 hour notice when doing so. Further, despite the tenant's claims that they have evidence that the landlords were entering the rental unit by "sneaking in" they have failed to provide any evidence to support their claims.

In addition, I find the tenants have failed to provide any evidence at all that there was any type of active mould present in the rental unit after the landlords had worked on the renovation or that if mould was present that it had any health impact on any members of the tenants' family.

And finally, as the parties ended the tenancy by mutual agreement without any consideration for moving costs then the parties are mutually responsible for any costs associated with ending the tenancy on the basis of their agreement.

For all of these reasons, I find the tenants have failed to provide sufficient evidence that landlords have breached the *Act*, regulation or tenancy agreement in regard to the landlords' obligation to maintain the property or provide notice of entry.

As such, I find the tenants have failed to provide sufficient evidence that landlord should return any of the rent for the rental unit for any period of time. Further, I find the tenants have failed to establish that the landlords should be held responsible for the costs associated with moving.

In addition, I find that even if the tenants had been inconvenienced for the 5 days it took to complete the renovation to the bathroom the tenants have failed to provide any

evidence at all of any costs associated with the time period in question. As such, I find the tenants have failed to establish any loss.

Conclusion

For the reasons noted above, I dismiss the tenants' Application for Dispute Resolution 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: October 06, 2014

---

Residential Tenancy Branch

