



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the tenants for an order for the return of their security deposit and recovery of costs spent for emergency repairs. The tenants also seek recovery of the \$50.00 filing fee paid to bring their application. The landlords were represented at the hearing by their daughter, W.T.

The landlords submitted as evidence an application for dispute resolution but did not file this as a claim with the Residential Tenancy Branch. At the hearing, I explained to W.H. that in order for the landlords' claim to be adjudicated, they needed to formally file the claim and pay a filing fee. The landlords are free to make that claim in the future.

Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on September 1, 2011 and ended on September 1, 2014, on which date the tenants provided the landlords with their forwarding address in writing. They further agreed that at the outset of the tenancy the tenants paid a \$437.00 security deposit.

The tenants testified that during the first year of the tenancy, their kitchen faucet was leaking and when they brought the situation to the attention of the landlords, they sent a relative to look at it. The relative disassembled the faucet and left the unit. The landlord contacted the tenants and asked them to purchase a new faucet. When the relative did not return the next day, the tenants installed the new faucet and were reimbursed for the cost of the faucet by the landlords. They now feel they are entitled to compensation for the labour involved with that installation.

The tenants also seek compensation for the labour involved in installing new parts for a bathroom fan (the landlords reimbursed them for the parts), connecting a dryer vent and cleaning gutters. This work also took place during the first year of the tenancy.

Analysis

First addressing the claim for the security deposit, section 38(1) of the Act provides that when tenants have vacated the rental unit and provided their forwarding address in writing, landlords have 15 days in which to either return the deposit in full or file a claim with the Residential Tenancy Branch to retain the deposit. In this case, the landlords did neither. Section 38(6) provides that when landlords do not comply with section 38(1), they must pay the tenants double the amount of their security deposit.

Although the tenants did not apply for double their security deposit, Residential Tenancy Policy Guideline #17 provides that unless tenants specifically waive their right to double the deposit, I must award double. I find that the landlords failed to comply with their obligations under the Act with respect to the deposit and I find that the landlords are liable for double the deposit. I award the tenants \$874.00.

When tenants want their landlords to perform repairs to the unit, they are required to inform the landlords that repairs are required and give them a reasonable opportunity to perform those repairs. If landlords do not perform required repairs, tenants may not undertake those repairs on their own unless they are emergencies as defined by section 33 of the Act. None of the repairs undertaken by the tenants may be characterized as emergency repairs.

The course of action the tenants should have taken was to file a claim with the Residential Tenancy Branch for an order compelling the landlords to perform repairs. The tenants do not have the right to do the repairs and then demand payment for their labour. I find that the tenants' claim for compensation for their labour must fail and I dismiss the claim.

As the tenants have been substantially successful in their claim, I find they should recover their filing fee and I award them \$50.00 for a total entitlement of \$924.00. I grant the tenants a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenants are granted a monetary order for \$924.00.

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: February 24, 2015

Residential Tenancy Branch

