



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC CNL MNR MNDC AAT LAT FF O

### Introduction

This hearing dealt with the tenants' application for monetary compensation and other orders. The tenants and one landlord participated in the teleconference hearing.

At the outset of the hearing the parties confirmed that the tenants had vacated the unit. I therefore dismissed all portions of the application except the monetary claim.

Each party confirmed that they had received the other party's evidence. The landlord stated that they did not receive the tenants' amended application until March 31, 2015; however, they were prepared to respond to the amendment and I therefore allowed the amendment. The parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in December 2014, when the tenants moved into a studio house on the landlord's property. On March 9, 2015, the tenants applied to cancel two notices to end tenancy, as well as for monetary compensation and orders allowing the tenants access to the rental unit and allowing the tenants to change the locks. The tenants vacated the rental unit in March 2015.

### *Tenants' Claim*

The tenants claimed monetary compensation as follows:

- 1) \$220 for heater service and repair;
- 2) \$1501 for storage costs;
- 3) \$67.18 for printer costs to print documents for the respondents;
- 4) \$28.77 for registered mail;
- 5) \$126.27 to rent a U-Haul truck;
- 6) \$60 for fuel for three trips to the RTB office;
- 7) \$600 in lost wages for the tenant while moving and applying for dispute resolution; and
- 8) \$200 for return of March 2015 rent.

In the hearing the tenants stated that there were problems with the rental unit during the tenancy, and the landlord's actions forced the tenants to move out of the unit. The tenants stated that the landlord took a month to deal with a problem with the septic system; the heater in the rental unit malfunctioned and the tenant paid to have it repaired; the landlord attempted to overcharge the tenants for the hydro; the landlord informed the tenants they had to move out but did not issue a notice to end tenancy; and the landlord disconnected the cable, electricity and water and changed the lock on the front gate to the property.

### *Landlord's Response*

The landlord submitted that the tenants' application is vexatious.

In regard to the septic system, the landlord submitted that they took a look at the toilet on December 3, 2014 and it was working fine, and the tenants did not raise the issue again until December 26, 2014. The landlord indicated that they replaced the pump in the tank the next day, and there were no further issues raised.

The landlord stated that they offered to pay for the heat pump, and the tenant responded that they would pay for the repairs themselves.

In regard to the hydro bill, the landlord submitted that they attempted to repay the tenants for an overpayment of \$12 on the hydro, but the male tenant would not accept the cheque and stated he wasn't worried.

The landlord felt that the tenants were reneging on their agreement with the landlord. The landlord stated that the tenants knew their rights and knew they could have stayed in the unit. The landlord submitted that the tenants moved out of the unit on March 15, 2015 without any notice to the landlord. The landlord denied forcing the tenants out.

### Analysis

I find that the tenants' application fails in its entirety.

The only cost associated with the dispute resolution process that is generally recoverable is the cost of the filing fee, which I will address below. The tenants are not entitled to costs for lost wages, printer ink, registered mail costs or the cost of travelling to the RTB office.

The tenants initially applied to cancel two notices to end tenancy; however, they then chose to move out of the rental unit rather than deal with their issues in the dispute resolution hearing. I therefore find that the tenants are not entitled to moving or storage costs.

I find that the tenants are not entitled to recovery of March 2015 rent, as they did not give the landlord notice that they intended to move out. In fact, they had already served the landlord with their application for dispute resolution, in which the tenants indicated that they wanted to cancel notices to end tenancy, and presumably remain in the unit. Further, the tenants did not provide clear evidence of what date they moved out of the unit. I do not accept the tenants' submission that the landlord forced the tenants out. The tenants could and ought to have dealt with issues like the septic system, the heating and the landlord's temporary disconnection of services and access through the dispute resolution process.

The tenants are not entitled to the amount claimed for heater service and repair. The landlord offered to pay for these costs and the tenants responded that they would pay. The tenant did not have authorization from the landlord prior to having a friend look at the heat pump.

As the tenants' application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The tenants' application is dismissed in its entirety without leave to reapply.

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: April 24, 2015

---

Residential Tenancy Branch

