



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC PSF RR FF

Introduction

This hearing dealt with the tenants' application for monetary compensation, an order that the landlord comply with the Act, an order that the landlord provide services or facilities required by law and a reduction in rent.

The hearing first convened on February 3, 2016. On that date, three tenants and an agent for the landlord called in to the teleconference hearing. On that date I addressed the tenants' request for an order that the landlord comply with the Act. I also dismissed the portions of the tenants' application regarding an order that the landlord provide services or facilities required by law and a reduction in rent, on the basis that the tenancy would be ending on February 29, 2016. I then adjourned the monetary portion of the tenants' claim.

The hearing reconvened on March 30, 2016. On that date, two tenants and the landlord participated in the teleconference hearing. 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 on March 1, 2015, with monthly rent of \$2,250.00 payable in advance on the first day of each month. The tenants paid for hydro separately. The rental unit is the upstairs suite in a house. The landlord's ex-wife occupied the downstairs suite in the house, and the tenants shared use of the laundry room with her.

The tenants claimed compensation as follows:

- 1) \$111.21 for a plumbing bill – the tenants stated that the landlord did not have the shower properly repaired, so they had to hire their own plumber to do the repairs;
- 2) \$99.75 for pest control, to have a wasp's nest removed;
- 3) Approximately \$716.54 for hydro – the tenants submitted that they were paying hydro for the other tenant, the landlord's ex-wife. The tenants stated that the landlord's daughter visited sometimes to do her laundry and shower, and the mother and daughter used the laundry room for ironing, blow-drying their hair and had a number of extension cords plugged into the sockets to run other electrical things in the garage and lower suite; and
- 4) \$2,250.00 return of final month's rent – the tenants submitted that the landlord and his daughter harassed the tenants and fraudulently attempted to evict them so that he could rent the unit for more money.

In support of their application, the tenants submitted the plumbing and pest control bills, hydro bills and email correspondence between the tenants and the landlord.

The landlord's response to the tenant's application was as follows.

The landlord stated that the tenants hired a plumber and pest control without his authorization, and he is not responsible for paying those bills.

The landlord stated that the tenants' rent was lower than market rent to accommodate the costs for the shared use of the laundry. The landlord stated that there were three adults and two children occupying the upstairs suite, while only one tenant occupied the downstairs suite and her daughter visited part-time. The landlord stated that the only shared part of the hydro was for the hot water tank and the washer and dryer. The landlord stated that he discussed the shared laundry before the tenants entered into the tenancy; however, there was nothing in writing regarding the discounted rent.

The landlord submitted that he dealt appropriately with the tenants' requests for repairs. The landlord submitted that the tenants had the option to dispute the notice to end tenancy but chose not to do so.

Analysis

Upon consideration of the evidence, I find as follows. The tenants did not obtain the landlord's authorization to hire the plumber or the pest control company, and therefore the landlord is not responsible for those bills. I dismiss this portion of the tenants' application.

The tenants should not have been made responsible for paying hydro that was used by another tenant. There is no evidence that the tenants paid a lower rent because they were paying for the other tenant's use of hydro in the laundry room or for heating the hot water. However, the tenants themselves submitted evidence to show that the rental unit could have been rented for a higher rent. I also find it likely that the tenants' family used significantly more electricity and hot water than the other tenant and her visiting daughter did. I therefore grant the tenants a nominal award of \$400.00 for overpayment of hydro.

I find that the tenants are not entitled to compensation for harassment by the landlord. The tenants could have made an application at any time during the tenancy for orders for repairs or other orders, but they chose not to. Further, the tenants could have disputed the notice to end tenancy for cause, but again, they chose instead to move out. I dismiss this portion of the tenants' application.

As the tenants' application was partially successful, I find that they are entitled to recovery of their \$50.00 filing fee.

Conclusion

I grant the tenants an order under section 67 for the balance due of \$450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 29, 2016

Residential Tenancy Branch