



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, LRE, LAT. RR.

Introduction

The tenants apply for a repair order and compensation claiming the landlords have failed to carry out agreed renovation work to make the lower portion of the rental unit habitable. They also claim for a key for the back door, however that matter has been resolved before hearing.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is there an agreement requiring the landlords to conduct renovation work in the rental unit? If so, are the landlords in breach of that agreement and if so, what is the appropriate remedy?

Background and Evidence

The rental unit is one side of a duplex. As some point in the past each side of the duplex was divided into two suites, up and down.

The landlords own the building and live on one side of the duplex.

The tenancy started in September 2016. The rent is \$800.00 per month. The landlords hold no deposit money.

The lower portion of the tenants' rental unit was once its own rental unit. It contains its own bathroom and kitchen. When the tenants took occupancy the former lower suite was in a deteriorated state. It required remediation and renovation.

The tenant Mr. M. testifies that there was an agreement with the landlords that renovations in the lower unit were to begin within 21 days of the start of the tenancy. They didn't. He says the renovations were: a) to put in a new toilet, b) install a washroom door, c) install new carpets or linoleum, d) level the living room, e) install a liner for the tub in the bathroom, f) re-carpet two bedrooms, g) install a proper back door, h) fix the electrical panel, i) fix a live electrical wire, j) attend to mould issues, and k) repair the lower step on the balcony stairs.

He also complains that the landlords have placed a parts car in the shared back yard.

He says the landlords have attended to some work but the notices they give the tenants do not give the specifics of the work that is going to be done.

The landlord Mr. K. testified. The tenant Ms. W. is his daughter.

Prior to this tenancy the landlords rented the upper space alone for \$800.00 per month, including electricity. That tenant vacated in order to permit his daughter to move in.

His daughter has lived in both the upper and the lower suites separately in the past.

Mr. K. does not deny that there was discussion and a plan to fix the lower area. He says that at the start the tenant Mr. M. was eager to help. Mr. M.'s desire to participate soured after terms agreeable to him could not be negotiated.

Mr. K. says the tenants were given the lower portion of the duplex as part of the rental unit because the tenants were going to work on its renovation. That did not happen.

He says the tenant Ms. W. took a door off the unit and ripped up the carpet. He denies there is any electrical problem or safety issue with the wiring in the rental unit. He

denies there is any mould. He sent a mould inspector but says the inspector refused to return after meeting the tenant Mr. M.

He says he has tried to carry out some work but the tenants are being obstinate about letting him in to do it.

Ms. M.C. testified. She is a realtor and property manager familiar with the property. She describes the relationship between the landlords and tenants as a family situation turned bad.

She has had a contractor at the house to confirm the stairs are not unsafe. She says the darkened tub caulking is mildew from lack of cleaning, not mould.

Analysis

On the evidence presented during this hearing I find that although the tenants rented both the upper suite and what had been a lower suite as one rental unit, it was clear to all parties that the lower portion was not in good shape. It needed to be renovated. I find the tenants accepted the premises "as is" with a promise from both sides that they and the landlords, as a family, would work to improve and renovate the lower portion.

However, the renovation agreement alleged by the tenants is simply too vague to be a legally enforceable agreement. It is not in writing. There is no clear indication of what work is to be done nor when it is to be done. The landlords' position that Mr. M. was going to assist in the work was not denied by Mr. M. What then was to be his compensation? Again, the agreement alleged lacks any definition on these essential terms.

For these reasons the tenant's claim to enforce a renovation agreement must be dismissed.

Regarding the other deficiencies referred to by the tenants, on the competing evidence the tenants have failed to prove that there is an electrical problem or a mould problem or that any particular work is required in order to meet building code, safety or health requirements.

I find that the landlords' placing of a parts car in the rear yard not be a violation of any term of the law or the tenancy agreement.

Conclusion

The tenants' application must be dismissed.

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: July 30, 2017

Residential Tenancy Branch