



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MDNC and FF

Introduction

This application was brought by the tenants seeking \$2,918 in compensation for services performed and damages incurred during the tenancy. The claims are detailed in three invoices dated September 28, 2008 and submitted to the landlord for payment.

Issue(s) to be Decided

This application requires a decision on whether the tenants are entitled to a Monetary Order to ensure payment of part or all of the subject invoices.

Background

This tenancy began July 1, 2005 under a fixed term tenancy agreement that was renewed and set to end June 30, 2008. The landlords were working overseas and due to some apparent miscommunication between them, the property manager and the tenants, the tenants erroneously expected the tenancy to be extended. The tenancy actually ended July 31, 2008.

That led to a dispute resolution hearing in September in which there was a finding that the tenants had over held the rental unit and the landlord was awarded damages.

Evidence and Analysis

The tenants make claim and I find as follows:

Yard work - \$1,968. The tenants stated, and demonstrated with photographic evidence that they had done a great deal of yard work on the rental property well beyond the “prudent, careful and tidy maintenance” required by the rental agreement. The landlord stated that except for an early exceptional effort for which students had been hired and for which he had already paid, he had not known of or approved the work claimed by the tenants. I find that the tenants have not proven that they had consent to do the additional work and I must dismiss this part of the claim.

Repairs - \$315. The tenants claim this amount for various repairs to the rental property throughout the tenancy such as repairs to the steps to the garage and replacement of a handle on the toilet in the master bathroom. The landlord contends that he was unaware of the need for these repairs and/or would have had the attended to at the time if he had been informed of the need. I find that the tenants have not proven that they had the landlord’s consent to effect the repairs in question and cannot claim for them. This part of the claim is dismissed.

Clothes damaged by washing machine - \$275. The tenants claimed that a defect in the washing machine resulted in their loss of \$275 worth of clothing. The landlord stated that he first heard of the washing machine problem on April 23, 2008 and directed the property manager to have a service technician deal with it on May 7, 2008. The landlord states that he did not hear of the matter again until three months after the tenancy ended and notes that the claims have not been itemized or otherwise justified. I concur and must dismiss this part of the claim.

Cleaning - \$360. The tenants claim that, on moving in, they found the rental unit required cleaning and incurred expenses of \$360. The landlord stated that no such claims had been brought to his attention at the beginning of the tenancy. The landlord further noted that new carpets had been installed in two bedrooms immediately before the tenancy began, a new fridge had been installed and he had paid a maintenance company to correct problems found in the condition inspection report. I find that, without having made a claim on the landlord at the time, the tenants have not proven that the additional cleaning was not discretionary.

Conclusion

The application is dismissed without leave to reapply, and as it has not succeeded, the tenants remain responsible for their own filing fee.

January 26, 2009

Dispute Resolution Officer