

DECISION

Dispute Codes: MNDC, OLC, RP, RR and FF

Introduction

This application was brought by the tenants on November 26, 2010 seeking a monetary order for loss or damage under the *Act* or rental agreement, an order that the landlord comply with the legislation or rental agreement, an order for repairs, a rent reduction and recovery of the filing fee for this proceeding.

Issues to be Decided

This matter requires a decision on whether the tenants are entitled to a monetary order, a rent reduction and the orders requested.

Background and Evidence

This tenancy began on or about January 1, 2009 and was renewed on October 1, 2010 under a fixed term rental agreement set to expire and requiring that the tenants vacate on December 31, 2010.

Rent was initially \$1,350 per month but was reduced voluntarily by the landlord to \$1,200 per month after the tenants decided not to have co-tenants. Neither party was certain of the time of the rent reduction.

The landlord holds a security deposit of \$675 and a pet damage deposit of \$675 paid at the beginning of the tenancy.

During the hearing, the tenants gave evidence that they were seeking \$3,000 in compensation as a result of a leak in the roof that on three occasions caused water to drop on them while they were in bed. In addition, the tenants stated that their use of the porch had been diminished due to its poor condition which was clearly verified by photographic evidence.

The tenants stated that as a result of the leaking roof, the ceiling was mouldy, although the landlord stated the markings were stains and not mould. He had attended the rental unit recently prepared to paint over the stains but had been denied access by the tenants who stated they didn't feel that was a proper repair and they were concerned he might splash paint on their belongings.

The parties concur that the landlord was advised in writing of the water problem in October 2010 although they had previously discussed it verbally.

The tenants stated that as a result of the leaking, the bedroom had developed a musty odour. The landlord stated he had inspected the room recently and found the floor vent closed and covered with paper and clothing, defeating his practice of keeping the furnace fan running to effect adequate ventilation. The tenant stated he kept a bathroom window open for that purpose.

The landlord stated that he had examined the attic a number of times, gaining access through the turbo vent on the roof to monitor the situation and to make certain there was no serious water damage to his building. He stated that he had found no mould and was convinced that the problem had been solved.

As to the porch, the landlord had placed a sheet of plywood over the weakest portion of the deteriorating structure which the female tenant stated had caused her to slip and fall on one occasion.

The landlord stated that the tenants had contributed to some degree in damage to the porch as a result of an altercation between the male tenant and a former co-tenant.

Analysis

As the end of this tenancy is imminent, I find that the tenants' requests for orders for landlord compliance, repairs and a rent reduction are moot.

As to compensation for the tenants for loss of facilities, section 32 of the *Act* obliges a landlord to maintain a rental property in a state of repair that complies with health, safety and housing standards required by law and make it suitable for occupancy by a tenant taking into account the age, character and location of the building.

I find that there is some deficiency in the porch and that the tenants have suffered some loss of enjoyment of the rental unit as a result of the leaks.

In setting a value on that loss, I am mindful that the tenants have already received some compensation in the rent reduction of \$150 per month and that the tenants did not advise the landlord of their concerns in writing until October of 2010.

In addition, I prefer the evidence of the landlord with respect to his efforts to address and monitor the roof for leaks and of the tenants' role in covering the floor vent and objecting to the landlord repainting the ceiling.

Therefore, I find that the tenants are entitled to monetary compensation of \$100.

As the application has partially succeeded, I find that the tenants should recover one-half of the filing fee for this proceeding from the landlord.

Conclusion

The tenants' claims for orders for repairs, landlord compliance and a rent reduction are dismissed as moot as the tenancy ends sixteen days from the date of the hearing.

The tenants' copy of this decision is accompanied by a Monetary Order for \$125.00 comprised of \$100.00 for damage or loss and \$25.00 for recovery of one-half of the filing fee.

December 14, 2010