Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

RR, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant's wish to reduce rent owed for repairs, service or facilities agreed upon but not provided and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matter

At one point during the hearing the landlord stated I was telling her to "shut up." This was not the case; however, the landlord was asked to allow the tenants to make their oral submission first and that she not interrupt. The landlord was given ample opportunity to make relevant submission in response to the matters before me.

The landlord and tenants acknowledged that the landlord has submitted an application and with a hearing scheduled to be heard on March 15, 2012, at 10:30 a.m. That hearing is to deal with the landlord's claim for costs such as plumbing and electrical, rent and the deposit.

Therefore, I have concluded that the portion of the tenant's application is in reply to plumbing costs that will be considered at a future hearing to be held on March 15, 2011; and that they may make their submissions at that time.

The parties were asked to submit copies of the light bulb receipts that they each had in their possession. I determined that I would consider any 1 of the two copies I had requested and gave the parties until Friday, January 20, 2011, to submit their copies. Each party submitted copies of the receipts; each with cover letters. Only the receipts were considered; not the additional documents.

Issue(s) to be Decided

Are the tenants entitled to rent abatement as the result of painting costs agreed to by the landlord and for light bulb costs?

Are the tenants entitled to filing fee costs?

Background and Evidence

The tenancy commenced on June 1, 2011; the tenants paid security and pet deposits in the sum of $1,085.00 each; rent was $2,095.00. The tenants did not start moving into the unit until June 22, 2011. The tenants vacated on December 31, 2011.

A copy of the written tenancy agreement was supplied as evidence; it did not contain any reference to painting that would be completed by the tenants, or costs that would be paid by the landlord. Some emails referencing painting were supplied as evidence.

The parties each dispute the terms of the painting that was to be completed and the costs that would be covered by the landlord.

The tenants and landlord stated they had copies of a receipt for 9 light bulbs, in the sum of $77.07. The parties agreed that the move-in condition inspection was completed during the day; the landlord stated all lights were turned on during the inspection; the tenants denied this. The tenants submitted that the landlord gave them permission to replace the bulbs that were either missing or burnt out; the landlord stated she had received a telephone call and had agreed to replace 1 or 2 light bulbs. The landlord stated that if there had been 9 bulbs that required replacing she would have gone over to the unit to inspect for herself; as the she believed the previous tenants would have replaced the bulbs.

The receipts submitted by each party were identical; dated July 4, 2011, in the sum of $77.07 for 4 packages of bulbs, containing 16 bulbs.

Analysis

In the absence of any evidence that indicated the painting formed a part of the tenancy agreement, I find that the parties made a separate work agreement, which falls outside the jurisdiction of the Act.

In relation to light bulbs I find on the balance of probabilities, that the tenants did replace bulbs at the start of the tenancy. To accept the landlord's submission I would need to find that the tenants purchased bulbs at the start of the tenancy, with a plan to keep the bulbs at the end of the tenancy; that is an unreasonable assumption.

The landlord stated the tenants called to report only 2 bulbs that were missing or not functional; this is not supported by the evidence; as the tenants have shown they provided the landlord with the receipt, in good faith, expecting reimbursement. I find that that the unit required 9 bulbs and have calculated an average price of the 14 bulbs and find the tenants are entitled to $49.55 for the 9 bulbs that were required. As the tenancy ahs ended and rent abatement is not possible, I will issue a monetary Order to the tenants.

I find that the tenant's application has merit, and I find that the tenant's is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Any evidence contained in this file will not be transferred to a future file.

Conclusion

I find that the tenants have established a monetary claim, in the amount of $99.55, which is comprised of costs for light bulbs and $50.00 in compensation for the filing fee paid by the tenants for this Application for Dispute Resolution.

I have declined jurisdiction for the painting costs claimed.

Based on these determinations I grant the tenants a monetary Order in the sum of $99.55. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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: January 23, 2012.

_____
Residential Tenancy Branch