



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

In the first application the landlords seek to retain \$110.00 from the \$275.00 security deposit for the cost of labour for an electrician to bring up to code an exterior electrical outlet installed by the tenants.

In the second application the tenant Mr. B.C. applies to recover the \$275.00 security deposit.

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

Are the tenants responsible for the cost of the electrician's labour?

Background and Evidence

The rental unit is a two bedroom house on a rural property. The tenancy started in July 2015 and ended at the end of April 2016. The monthly rent was \$550.00.

During the tenancy the tenant Mr. B.C. installed an external electrical outlet on the wall of the home in order to power his motorhome while parked there. Mr. B.C. has experience with marine electrical installations but not with the latest electrical code requirements for an exterior outlet.

After the tenancy ended, the landlords, whom I find did not object to having another external electrical outlet, hired an electrician to inspect it. It was determined that the outlet had not been installed in accordance with the relevant code requirements. The electrician replaced the outlet with a proper one. The landlords were charged about \$150.00 but seek only the \$110.00 labour portion of the bill, since they are keeping the new outlet.

After this work, the landlords tendered a cheque for \$165.00 to the tenants as the remainder of the security deposit after deduction of the \$110.00 cost for the electrician's labour. The tenants refused the cheque and these applications ensued.

Analysis

During the hearing each side raised a number of issues regarding improvements the tenants made to the property and the supply of electricity to the home during the winter. In my view none of these matters relate to the question raised by the applications.

Whether or not the tenants had the landlords' approval to install the outlet, they were obliged to do so in a manner in compliance with applicable laws, regulations and codes. I find that they did not.

It is possible that had the landlords called the tenant Mr. B.C. back to correct the work he could have done so, but by then the tenancy had ended. The landlords were under no obligation to give the tenants a chance to change how they had left the premises.

The cost for the electrician's labour is reasonable and the tenants are responsible for it. I award the landlords \$110.00 in that regard.

It was apparent that the landlords had not performed a move-in or move-out inspection and prepared the reports required of them by the *Residential Tenancy Act*. In such a case a landlord's right to hold a claim against a deposit for damage to the premises can be compromised by s. 36 of the *Residential Tenancy Act*. However, the tenant Mr. B.C. says that the matter of the not-to-code outlet was not damage. I find that s. 36 has no application.

Conclusion

The landlords are entitled to a monetary award of \$110.00. As they have been successful on their application I award them recover of the \$100.00 filing fee for a total of \$210.00

The applicant tenant Mr. B.C. is entitled to the remainder of the \$275.00 security deposit; that is \$65.00.

At hearing I indicated that the applicant tenant Mr. B.C. had been successful on his application and so should also recover the \$100.00 filing fee. On reflection, considering the landlords had already tendered \$165.00 and the tenant has done no better by his application, the landlords should not be responsible for that cost.

I therefore decline to award the applicant tenant recovery of his filing fee. He will have a monetary order against the landlords for \$65.00.

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: November 09, 2016

Residential Tenancy Branch