



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 tenant seeking \$84.75 after a broken deadbolt on her entry door resulted in her having to spend one night in a motel.

Issue(s) to be Decided

This application requires a decision on whether the tenant has proven that the defect necessitated her motel cost and whether she is entitled to the amount claimed.

Background and Evidence

The applicant moved in to the rental unit with existing tenants on May 1, 2008 and moved out on July 31, 2008. Rent was \$795 per month of which she paid share. The landlord had completed an Intent to Rent form to assist the tenant with the Ministry of Employment and Income Assistance. However, the tenant had never finalized her registration with the landlord as a co-tenant.

During the hearing, the tenant gave evidence that she had returned home at 3 a.m. on June 29, 2008 and her key would not open the deadbolt. She awoke the building manager who also failed in her attempts to open the door.

The tenant requested that the manager call a locksmith. The manager called the landlord who asked if the tenant was on the rental agreement and if she had identification.

The tenant stated that she had photo id but she had not changed her address on it and she was not aware that she should be on the tenancy agreement.

The landlord stated that she believed that a locksmith would not open the door for a person who was not named on the tenancy agreement and who had no identification showing that the rental unit was her resident address.

The landlord also stated that the other tenants had apparently returned home around 1:30 a.m. and, when they could not gain entry, went to stay with friends rather than wake the manager. She said that the primary tenant had told her earlier that he expected the applicant to be leaving soon.

She said a locksmith attended the next day and advised her that the lock had been malfunctioning for some time.

The landlord also stated that she had not personally met the tenant until served with the notice of the hearing.

Analysis

I find that by her failure to complete a rental agreement with the landlord, the applicant had the status of a guest and compounded that oversight by not updating her address on her identification.

I further accept the landlord's evidence that the locksmith had found the lock to have been faulty for some time and by their failure to report it to the landlord in a timely manner, the tenants accepted the risk of it failing at some inopportune time as it did.

Conclusion

Therefore, the application is dismissed without leave to reapply.

February 5, 2009

Dispute Resolution Officer