

Decision

Dispute Codes: MNDC

Introduction

This hearing dealt with an application from the tenant for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

There is no written residential tenancy agreement in evidence for this tenancy which began on August 1, 2007. While monthly rent is \$845.00, the tenant is responsible for \$655.00 of the full amount.

The tenant identified two main incidents which give rise to this application. The first concerns the loss of his passport / citizenship documents which he suspects were removed from his unit in June or July 2008 when “the landlord had workers in my suite doing work.” However, the tenant did not see anyone remove these items from his unit and neither does he have a witness to anyone removing these items from his unit.

The second incident concerns an occasion in October 2008 when he claims that “grease was put in the washing machine.” As a result, the tenant claims that when he used the washing machine a number of his items were ruined, including “many of the clothes, sheets, towels and pillow cases I was washing.” The tenant claims he verbally addressed his concerns about the washing machine with the building manager who, he claimed, said she would follow up with the matter. It is not clear whether he requested compensation for the alleged damage during the conversation with the building manager, and the building manager was not present to testify. It was after the passage

of approximately nine months before the tenant set out his concern about this matter in writing and included it in his application for dispute resolution. He reported no additional similar incidents involving the washing machine.

Arising from the above two incidents the tenant seeks compensation in the amount of \$300.00.

Additionally, the tenant asserts that he has been treated disrespectfully by certain representatives of the landlord, in addition to another resident in the building.

Furthermore, the tenant objects to repeated visits to his unit in relation to the landlord's efforts to address the problem of bedbugs in the building.

Analysis

Based on the documentary evidence and testimony of the parties, I find there is insufficient evidence of negligence on the part of the landlord where it concerns loss of the tenant's passport / citizenship documentation.

I further find there is insufficient evidence of negligence on the part of the landlord where it concerns damage the tenant describes to some of his possessions as a result of using the washing machine.

Accordingly, I must dismiss the tenant's application for a monetary order.

For reference, the attention of the parties is drawn to the following sections of the Act:

Section 28: **Protection of tenant's right to quiet enjoyment**

Section 29: **Landlord's right to enter rental unit restricted**

Section 32: **Landlord and tenant obligations to repair and maintain**

Section 33: **Emergency Repairs.**

Attention is also drawn to *Residential Tenancy Policy Guideline # 7*, which speaks to **Locks and Access**.

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/ For convenience, copies of the above excerpts from the Act and Guidelines are enclosed.

Moving forward, the parties are encouraged to schedule a meeting with each other in a private area to discuss any future concerns, as soon as possible after they arise.

Conclusion

Pursuant to all of the above, I hereby dismiss the tenant's application.

DATE: January 25, 2010

Dispute Resolution Officer