

DECISION

Dispute Codes: MNDC, RP, PSF and FF

Introduction

This application was brought by the tenant seeking a Monetary Order for loss or damage under the legislation or rental agreement and recovery of the filing fee for this proceeding. The tenant had also sought orders for repair and access to her storage locker.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to the monetary compensation claimed and in what amount, and whether orders for repairs remain necessary.

Background and Evidence

This tenancy began on January 1, 2010 under a fixed term agreement set to end on February 1, 2011. Rent is \$875 per month and the landlord holds a security deposit of \$437.50.

The tenant's claims arise from a number of deficiencies and need for repairs in the rental unit which she agreed to rent without having conducted a personal inspection.

The tenant further claims for losses arising from a break-in into her vehicle in the guest parking area of the rental property before she had received the remote entry unit for the secured parking that was part of the rental agreement.

Before the landlord had joined the conference call, the tenant was referred to the landlord's written submission in which the landlord had offered a free month's rent for the disrepair that had greeted the tenant. The tenant's email evidence had included an offer of one-half month's rent, and the tenant stated that if the landlord had offered the full month initially, the hearing need not have proceeded.

When the landlord joined the hearing, she stated that the full month's rent relief had been offered.

As to the needed repairs, the landlord submitted five paid invoices totalling \$2,738.39 for work completed in the rental unit in the first month of the tenancy. In addition, the landlord had agreed to release the tenant from the fixed term rental agreement if she so preferred.

During the hearing, the tenant stated that two matters remained to be resolved; she needed to be shown and given access to her storage locker and a torn screen remained unrepaired.

The landlord stated that she had believed the storage locker key had been passed to the tenant, but that she would ensure that access would be granted immediately and that she would see to the repair of the screen.

Analysis

I find that, while there were clearly deficiencies in the rental unit, illustrated in the tenant's photographic evidence and the landlord's invoices, the landlord took substantial and timely measures to correct those deficiencies.

As to the break-in to the tenant's car, I find that the landlord cannot be held responsible for the tenant's losses beyond recompense for the tardiness in providing access to the secured parking, already included in the landlord's offer of one month's free rent. Beyond that, it was the tenant's misfortune to leave valuables in the car that made it a more attractive target for thieves, a matter not within the control of the landlord.

Therefore, I find the landlord's offer of one-month's free rent to be fair compensation for all of the tenant's claims, including the tenant's filing fee for this proceeding which I find should remain the responsibility of the tenant.

Conclusion

The tenant is relieved of having to pay rent for April 2010 and I hereby order that the landlord provide the tenant access to the storage locker within one week of receiving this decision, and to have the screen repaired within three weeks.

March 15, 2010