



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNDC, RPP, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for the loss of personal items from a storage locker and for the filing fee. The tenant also applied for the return of these items.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing the tenant informed me that she was pursuing her monetary claim for her personal belongings in Small Claims Court and therefore withdrew her claim for compensation for the value of her lost belongings and for their return. Accordingly this hearing only dealt with the loss of use of a storage locker.

Issues to be decided

Was the tenant entitled to the use of a storage locker as a term of her tenancy agreement? Was this locker provided to the tenant? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on July 15, 2009 for a fixed term of three years. As per the tenancy agreement, the rent included the use of a storage locker. At the time the tenancy started, the locker assigned to this rental unit was in use and not available for use by the tenant. The tenant made several efforts to contact the landlord who in turn attempted to have this locker emptied and available for the tenant.

The landlord testified that this locker was made available to the tenant on June 08, 2010, approximately one year after the tenancy started.

Analysis

Residential Tenancy Policy Guideline #16 states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Based on the testimony of both parties, I find that the tenant was denied the use of a storage locker for 12 months of the tenancy. The tenancy agreement provided for the use of the storage locker. Both parties agreed that the cost of renting a storage locker is \$30.00 per month. Therefore, I find that the tenant is entitled to \$360.00 which is the cost of renting a storage locker for 12 months.

Since the tenant has proven her case, she is also entitled to the recovery of the filing fee in the amount of \$50.00. Overall the tenant has established a claim of \$410.00 and may deduct this amount from a future rent.

Conclusion

The tenant may make a onetime deduction of \$410.00 from a future rent.

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: October 20, 2010.

Dispute Resolution Officer