



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, RP, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order; an order to have the landlord make repairs and an order to reduce rent for repairs.

The hearing was conducted via teleconference and was attended by the tenant and his agent and the landlord's agent.

At the outset of the hearing the tenant's agent testified the tenant had moved from this rental unit to another unit on the residential property. It was noted that as the repairs required were to unit that the tenant no longer resides in there was no longer a need for the tenant to pursue having the landlord make the repairs and therefore reduce rent.

As a result, I amend the tenant's application to exclude the matters related to future repairs and deal only with the matter of compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to Sections 32, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began at the end of June 2010 for a month to month tenancy with monthly rent of \$600.00 due on the 1st of the month with a security deposit of \$300.00 paid.

The tenant's agent testified that the door did not close or lock properly and that this condition existed prior to the start of the tenancy and that the landlord was aware of the problem prior to the tenancy.

The landlord's agent testified that the problems with the door were not identified by the tenant until October 15, 2010 and once identified the agent has had a supplier come in to take measures for a replacement door and jamb and sought approval from the owner to make the repair.

The tenant's agent confirms that the landlord has had someone attend the unit and take measurements for the repair.

Analysis

In order to be successful in a claim for compensation for damage or loss the party making the claim must provide sufficient evidence to prove the following points:

1. That a loss or damage exists;
2. That that loss or damage results from the other party's violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; and
4. The steps taken by the party making the claim to mitigate their loss.

Section 32 of the *Act* requires a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Whether or not the condition of the door and jamb existed prior to the tenancy, the fact that it was creating problems for the tenant, such as the inability to close and lock the door properly, was not identified to the landlord until mid October, 2010.

Based on the testimony of both parties, I find the landlord has taken reasonable steps to complete the required repairs within a reasonable time and is therefore not in breach of Section 32 of the *Act*, regulation or tenancy agreement.

As I have found that any damage or loss exists does not result from the landlord's violation of the *Act*, regulation or tenancy agreement, I find the tenant has failed to provide sufficient evidence to support his claim for compensation.

Conclusion

For the reasons noted above, I dismiss the tenant's application in its entirety.

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: December 01, 2010.

Dispute Resolution Officer