



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant requesting a monetary order for compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

### Background and Evidence

This tenancy began in October of 2010, and ended in February of 2012.

The Tenant complaint regards a sliding glass patio door which allowed access to and from the patio of the rental unit. According to the Tenant the door did not open or close properly, and did not lock properly, throughout the tenancy.

In evidence the Tenant submitted a copy of the condition inspection report performed at the beginning and end of the tenancy. At the outset of the tenancy, on October 1, 2010, it was noted on the inspection report: "Repair rollor (rear) sliding door..." [Reproduced as written.]

The Tenant testified that during the tenancy he wrote to the Landlord at least twice asking for these repairs. He testified that neither he nor the Landlord had kept copies of

these notes. He also testified that he phoned the Landlord for repairs on the sliding door several times. The Tenant testified that the Landlord went through several different property managers while he lived in the rental unit.

The Tenant testified that throughout the tenancy the door would not lock, and it was very annoying to open or close the door, as it did not slide properly. He testified that the door was always angled open at the top and they could not turn off the heat in the rental unit because cold air was always coming in. The Tenant testified that they had nothing stolen during this time, but were concerned with their safety.

The Tenant requests \$1,500.00 in compensation for this, as well as the recovery of the filing fee for the Application.

In reply, the Agents for the Landlord testified that they had nothing in writing from the Tenant requesting repairs, although they acknowledge two phone calls. The Agents testified that there was a problem with adjusting the wheels on the door.

According to the Agents, the Landlord performed repairs on the sliding door in June and August of 2011, and eventually replaced the entire wheel mechanism in January of 2012. The Agents testified that each time they serviced the door it was able to lock when they left the rental unit.

The Agents for the Landlord testified they had witnessed people coming and going from the rental unit using the patio door, and suggested that these people abused the door by pulling on it when it was locked.

The Agents denied that the losses of the Tenant amounted to approximately \$100.00 per month for the length of the tenancy.

The Tenant denied the Landlord had tried to repair the door in June of 2011.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Landlord breached the tenancy agreement and Act, by failing to perform repairs which were promised at the outset of the tenancy.

It is clear the parties agreed at the outset of the tenancy, in October of 2010, that this door required repairs. The first instance where the Landlord attempted to repair this door occurred in June of 2011, according to the testimony of the Agent for the Landlord.

Repairs also were done in August of 2011, and then in January of 2012.

I find that these repairs were promised to the Tenant in October of 2010, and the Landlord did not act in a timely manner to make these repairs. I find this is a breach of the tenancy agreement and the Act.

While the Landlord tried to repair the door in June and again in August of 2011, the repairs were not completed until January 2012. I find these actions support the claim of the Tenant that the door did not work properly during much of the tenancy.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

While I do find the Tenant is entitled to monetary compensation due to the Landlord's breach, I do not allow the Tenant to recover approximately \$100.00 for each month. I find that this amount of money would represent a more significant loss than that suffered by the Tenant. I find the Tenant failed to prove the door would not lock.

Nevertheless, I find the Tenant did experience a general loss for the Landlord's breach of the tenancy agreement and the trouble encountered with the door. Therefore, I find that the Tenant is entitled to \$50.00 per month from October 2010 to December of 2011, or \$750.00 for the 15 months. I also allow the Tenant his filing fee for the Application.

I find that the Tenant has established a total monetary claim of **\$800.00** and I grant the Tenant an order under section 67 for the balance due. This order must be served on the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: April 02, 2012.

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Residential Tenancy Branch