



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

ERP, MNDC, RP, RR, OLC

### **Introduction**

This hearing was convened in response to an application filed by the tenant on May 29, 2012 seeking Orders under the Residential Tenancy Act (the Act) as follows:

- A Monetary Order for compensation for damage or loss under the Act, regulation or Tenancy Agreement - Section 67
- An Order for the landlord to make repairs to the unit – Section 62
- An Order for the landlord to make emergency repairs for health or safety reasons – Section 33
- An Order for the landlord to comply with the Act – Section 62
- An order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided – Section 65

Both parties participated in the hearing and provided relevant testimony. As well, the applicant forwarded evidence / submissions prior to the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

- Should the landlord be ordered to make emergency repairs for health or safety reasons?
- Should the landlord be ordered to make repairs to the unit?
- Is the tenant entitled to the monetary amounts claimed?
- Should the tenant be allowed to reduce rent?
- Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?

The burden of proving their claims rests on the claimant.

### **Background and Evidence**

The tenant seeks the imposition of an Administrative Penalty on the landlord for non compliance with an Order of the Director – from a Decision rendered April 24, 2012 (hearing conducted on April 23, 2012). That Decision stated that the landlord was ordered to re-key the lock on the tenant's door "*within the next 7 days*"; and, that a locking mechanism be provided to the tenants for the sliding bedroom window. The tenant and landlord agree that the landlord did not satisfy the order until June 07, 2012. The landlord claims that they did not receive the Decision until into May 2012, and that the *Order* within the decision was not discovered until careful reading of the Decision as the Order was imbedded in the Analysis portion and not repeated in the Conclusion of the Decision. But, that they attended to the lock issue as quickly as possible thereafter. The tenant testified that they take the issue seriously and have respect for the Decision as being important, and that the landlord should have exercised more diligence in reviewing the contents of the Decision and been more mindful of the Decision.

The tenant also claims that they now have more recently discovered bedbugs in their unit and notified the landlord May 30, 2012. Both parties agreed that the landlord is apprised of the problem and is assessing the pest problem for action, if necessary.

The tenant testified that they are experiencing a problem with one of their windows – it is purportedly broken and requires repair. The tenant testified they have apprised the landlord and informed the landlord in the hearing of the problem. The parties agree that the residential property is currently undergoing extensive remediation, which are welcomed by the tenants. The landlord testified that the windows are likely slated for refurbishment or replacement in the current renovations. None the less, the landlord assured the tenant the subject window would receive attention in the near future.

The tenant claims the landlord is not respecting their personal information. They claim the landlord is in breach of their own tenancy agreement stating that the landlord agrees not to disclose any of the tenant's personal information contained in the Agreement without the tenant's prior written permission. For example, the tenant claims that the landlord has disclosed their names to Police, and representatives or agents of the landlord. The landlord testified they are not aware of any breach of the tenant's personal information and are mindful of the personal information of all tenants. The tenant seeks for the landlord to be ordered to comply with the Tenancy Agreement.

The tenant testified that their request for a reduction of rent for repairs, services or facilities agreed upon but not provided is in regard to the ordered re-keying of the lock and provision of a locking mechanism, as well as any penalty imposed on the landlord.

### **Analysis**

On preponderance of the evidence and on the balance of probabilities, I have arrived at the following findings.

I accept the evidence that the landlord has now complied with an Order to re-key the lock of the tenant and provide a locking mechanism. I accept that the landlord did not

satisfy the order in the strictest interpretation of the order. None the less, a dispute Resolution Officer does not have authority to impose administrative penalties on the landlord to punish the landlord, for such a breach, and the tenant has not demonstrated that a loss resulted from any non compliance with the order or non timely compliance with the order. As a result, **I dismiss** this portion of the tenant's claim, without leave to reapply. The tenant is at liberty to seek an administrative penalty via a request to the Office of the Director.

I find that the landlord is not ignoring the tenant and is attending to the tenant's request for a solution to the state of the pest issues in the unit and the residential property. As a result, I find it is not necessary to Order the landlord to make emergency repairs. Therefore, **I dismiss** this portion of the tenant's claim; with leave to reapply should the tenant have proof the landlord is ignoring necessary repairs for health or safety reasons.

I find that the tenant has not provided evidence the landlord is ignoring their obligation to repair the unit or residential property. In particular, I am satisfied by the evidence of both parties that the landlord is attending to the tenant's current request for repairs to a window, and is undergoing additional repairs to the residential property. As a result, I find it is not necessary to Order the landlord to make repairs to the unit. Therefore, **I dismiss** this portion of the tenant's claim with leave to reapply should the landlord ignore their obligation to make repairs in accordance with the Act.

I find the tenant has not sufficiently supported their assertion that the landlord is breaching the personal information provision of the Tenancy Agreement. I am unable to conclude from the tenant testimony or submissions that the landlord is intentionally or unintentionally or deliberately providing the tenant's personal information – other than their names - to parties outside their own entity. I am unable to conclude from the evidence in this matter that the landlord's neglect or failure to comply with the Act, regulations or tenancy agreement is at the root of the issues in dispute between the parties. Therefore, I decline to order the landlord to comply with the Act, and effectively **I dismiss** this portion of the tenant's claim without leave to reapply.

As a result of all the above, I find that I have not been provided with evidence that the tenant is entitled to a quantum of compensation for damage or loss which could be offset by a reduction in the value of the tenancy – thus a reduction in rent payable. As a result, **I dismiss** the tenant's claim for a reduction in rent for repairs, services or facilities agreed upon but not provided.

**I dismiss** the application of the tenant, with or without leave to reapply, as indicated.

### **Conclusion**

The tenant's application **is dismissed** 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: June 19, 2012

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Residential Tenancy Branch