



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RPP, RR, FF

### Introduction

This hearing was convened in response to an application filed by the tenant seeking:

1. A monetary Order for compensation for damage or loss in the sum of \$700.00;
2. An Order that the landlord make emergency repairs;
3. An Order that the landlord make repairs;
4. An Order that the landlord return personal property of the tenant;
5. An Order that the tenant be able to reduce his rental payments for service or facilities agreed upon but not provided; and
6. Recovery of the filing fee paid for this application.

Both parties appeared at the hearing and gave evidence under oath.

### Issue(s) to be Decided

Has the tenant met the burden of proving his claims?

### Background and Evidence

The tenant testified that he moved into the rental unit in June and the landlord assured him there were no pests in the rental unit yet he has discovered which he has discovered are called “silverfish”. The tenant testified that his mailbox is open and he has no key and that his door buzzer doesn’t work. The tenant requests that the landlord make repairs, treat the silverfish and return his persona property that is his lost keys.

The tenant testified that he lost his door key in the rental building elevator. The tenant says the keys fell through a gap in the elevator floor and were not retrievable. The tenant says he called the building manager who advised he would “...get back...” to him but he did not do so. The tenant called again about an hour later and was advised that the landlord could not find anyone to help. Two hours later the landlord texted the tenant to say that he cannot help the tenant. The tenant says he was furious and he

called a locksmith who advised that it would cost \$350.00 to come and drill the lock. The tenant says he did not wish to pay that sum or damage the door so he went to stay at a hotel.

The tenant says he called the Residential Tenancy Branch the next day to report the missing key and the woman at the Branch asked him if he had other emergency concerns. The tenant testified that he told the woman his fridge and stove didn't work. The tenant says that 20 minutes after he called the Residential Tenancy Office the landlord arrived to provide him with a copy of his key and a FOB and these were not new but were old ones from which the tenant surmises the landlord had replacements but refused to give them to the tenant readily. The tenant says he also received a new fridge and stove.

The tenant says asked the landlord to return his personal property that is the keys that fell through the elevator floor. The tenant says the landlord refused his request stating that as soon as Otis Elevator attended to do maintenance on the elevator they would be able to retrieve the keys as it would be impossible to do so now. The tenant says that to date he has not received the lost keys that he dropped in the elevator.

The tenant is requesting a rental reduction of \$100.00 per month for 7 months for these losses.

The landlord says that this is the first he has heard of the buzzer not working and the silverfish. The landlord says he will repair the buzzer and he will treat the silverfish in this tenant's suite but other tenants do not wish to have their suites sprayed. The landlord says the tenant can't just simply come up to one of the building maintenance people in the hallway and make demands for repairs, he needs to call the manager's office, leave a note or email and they will schedule the repairs.

The landlord submits that the tenant lost all of his keys in the elevator in December 2012. This included the mailbox key and FOB. The landlord was able to drill the mail box lock so the tenant can collect his mail, but because the box belongs to Canada Post they must come in to replace the lock. The landlord says they have advised they should be here shortly.

The landlord says he has placed a note asking Otis Elevator to retrieve the keys dropped in the elevator shaft and this will be done when Otis comes to do the regular maintenance. The landlord says if he calls Otis to attend just to retrieve the keys there will be a charge. The landlord says he cannot pay for this and the tenant would have to pay the charge if he does not wish to wait for regular maintenance.

Analysis

There has been insufficient evidence to show that the tenant has requested repairs and pest treatment over a period of time and that his requests have been ignored. The landlord says this is the first he has heard of the buzzer and silverfish problems and he has agreed to make the repairs and treat the tenant's suite. I therefore find it unnecessary to Order the landlord to make repairs or treat the suite.

With respect to the tenant's request for a rental reduction of \$100.00 per month I find this to be inappropriate in the circumstances. The evidence shows that the tenant did not make his complaints known to the landlord and the tenant was responsible for losing his keys in the elevator shaft. I find that overall the landlord has acted appropriately in all respects attempting to rectify the problems as soon as he is able.

The tenant's claims are dismissed.

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: February 04, 2013

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Residential Tenancy Branch

