



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF

Introduction

This was a hearing with respect to the tenant's application. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The named landlord did not attend although he was served with the application, Notice of Hearing and tenant's evidence sent by registered mail on February 6, 2013.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Is the tenant entitled to other relief, including a rent reduction?

Background and Evidence

The rental unit is an apartment in Langley. The party named as landlord in this application is the resident manager of the rental property, which is a small apartment building. The tenant testified that the rental property was purchased by new owners approximately two years ago. He has asked the resident manager to provide him with the name of the owner and the contact information, in particular the address where the owner carries on business as a landlord. The resident manager has responded to the tenant in writing; he said in part that:

You have asked me for the owners contact information. I told you that is none of your business as they have hired me to manage (name of apartment). Any concerns you have can be addressed to me and if I feel that they have to be involved I meet with them once a week and if have to be we forward it to there lawyer for guidance. (reproduced as written)

The tenant testified that he has been the subject of harassment from the resident manager since his appointment and this harassment has become so troubling that he has finally given his notice that he will vacate the rental unit at the end of March. Much of the large quantity of document submitted with his application consisted of evidence related to his complaint that he has been harassed and bullied by the resident manager and much of it relates to deficiencies in the rental unit. The tenant is concerned that

when he moves out the landlord may attempt to claim that he is responsible for damage to the rental unit.

The tenant claimed payment of the sum of \$130.90. This was the amount expended for replacement of an exhaust fan motor. The tenant testified that his written and verbal requests for repair were ignored. He performed the repair himself and submitted invoices for his out of pocket expense. He was not reimbursed and the tenant submitted copies of the invoices as part of his application. The invoices were for a motor at a cost of \$39.20; re-wiring the motor with an adaptor plug for a cost of \$52.50 and for the cost of a new stove element .at a cost of \$39.20.

Analysis and conclusion

Because the tenant is ending at the end of March, there is no basis for ordering repairs or directing a rent reduction in lieu of repairs.

The definition of landlord under the *Residential Tenancy Act* is broad enough to include the respondent, who is the resident manager because it provides that "landlord" includes another person who, on behalf of the landlord: "exercises powers and performs duties under this Act, the tenancy agreement or a service agreement".

I find, however, that the tenant is entitled to know the name of his actual landlord and the address at which the landlord carries on the business of a landlord and I direct the respondent to forthwith provide this information to the tenant.

I find that the tenant is entitled to be reimbursed for the cost of repairs as claimed, in the amount of \$130.90. The tenant is entitled to recover the \$50.00 filing fee for this application for a total award of \$180.90 and I grant the tenant an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court. Because the tenancy is ending the remaining claims of the applicant are dismissed without leave to reapply.

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: March 04, 2013

Residential Tenancy Branch

