



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Societies
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The tenancy started on July 1, 2002. The Parties entered into a parking agreement on December 2, 2009 providing the Tenant with an allocated parking stall. On December 18, 2012, the Tenant discovered that her parked car had been damaged. The Tenant states that this would have occurred between December 8 and December 18, 2012 as the car had been parked in the parking stall for that period. The Tenant was unaware of how the damage occurred but believes that the car was damaged by another tenant’s vehicle. The Tenant reported the damage to ICBC and to the police. The Tenant states that the police informed the Tenant that if video footage were obtained showing the cause of the damage, the police would investigate further. The Tenant requested and was given access to view part of the videos collected by the Landlord’s security camera but was unable to determine how the damage occurred. The Tenant states that she

does not believe that she was able to view all the video in the time spent with the Landlord viewing the footage. The Tenant's auto insurance requires that the Tenant pay a \$300.00 deductible in order to make repairs. The Tenant states that the Landlord refused to provide the Tenant with all the video coverage for the period that her car was parked and could have done so enabling the Tenant to review the footage herself. The Tenant states that the Landlord failed to provide the best evidence to the Tenant causing the Tenant to incur the cost of the deductible and causing stress to the Tenant. The Tenant claims \$600.00 in compensation.

The Landlord submits that the tenancy agreement includes a liability waiver against damage to or loss of the Tenant's property. The Landlord states that the property manager viewed the video collected between December 8 and 19, noting the dates that the car parked next to the Tenant entered and left the parking area. The Landlord states that these dates were then reviewed by the Tenant together with the Landlord but that no relevant images were found. The Landlord states that the video cameras are provided for deterrence and security measures and although the system is not a surveillance aid, it does provide investigative aid. The Landlord states that this video evidence would have been provided to the police if requested by the police.

The Landlord states that they did not provide the Tenant with access to the full video due to the review work undertaken by themselves that did not detect anything and because in order to view the entire video the Tenant would have to view it in the office in the company of a staff person who would be required to be out of the office to carry out their employment obligations and would not therefore be able to sit with the Tenant for the length of time it would take. The Landlord further states that their equipment has insufficient drive capacity and that images are erased after approximately two to three months. The Landlord states that this video is no longer available for viewing due to the amount of time that has passed. The Landlord states that had anything been captured on the video that was reviewed it would have been collected for the Tenant's benefit.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party. Given the Landlord's reference to the tenancy agreement and the liability clause contained within and its application to the parking, I take the parking agreement to be an addendum to the tenancy agreement. Accepting the Landlord's evidence that the video was reviewed by both themselves with opportunity provided to the Tenant for review, I find that there is insufficient evidence to show that the Landlord failed to act reasonably or failed to comply with its obligations in relation to the provision of a parking stall or caused damage or loss to the Tenant by any actions or neglect. I find on a balance of probabilities that the Tenant has not substantiated the claim. I therefore dismiss the application.

Conclusion

The application is 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: May 3, 2013

Residential Tenancy Branch

