



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Carlisle Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This is an application for a Monetary Order for \$1351.95 brought by the above applicants, however I have removed the third applicant whose initials are D.L.H., as she is not one of the tenants in this rental unit but is in fact in a completely different rental unit and therefore her claim must be filed separately.

The parties stated that they were of the understanding that two different dispute addresses could become combined on the same application for dispute resolution; however this is not the case.

I therefore proceeded with the hearing with only the applicants who live in the dispute address listed on this application for dispute resolution, and with the respondent.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established a monetary claim against the respondent and if so in what amount?

Background and Evidence

The applicants testified that:

- They had been informed in July of 2013 that at some point the elevator in the rental property was going to be repaired and that would take approximately 4 weeks to do that repair.
- They informed the landlords that they would need at least one months notice so they could arrange alternate accommodations during the repair as they are unable to handle stairs (doctors note attached).
- They were not given one months notice, and in fact were only given five days notice that the elevator was going to be repaired and would be out of service.
- They therefore scrambled to find alternate accommodation subsequently renting a motel room with a tenant from another rental unit in this property who was also unable to handle stairs.
- As a result they have had to pay motel costs the totaling \$1351.95 for the three of them, as the elevator repair took significantly longer than the one-month estimate, and in fact took 45 days before it was back in service.
- They therefore request that the landlord be ordered to reimburse their motel costs as their rental unit was inaccessible to them for that 45 day period.

The agent for the respondent testified that:

- The tenants had spoken with them earlier and stated they would need time to find alternate accommodation, however the elevator repair company only gave five days notice of the start of the repair and therefore they could only give the tenant's five days notice.

- After receiving the notice the tenants never contacted them to request any alternate accommodation, and had they done so they could have provided the tenant with the use of a ground floor unit.
- They thought the tenants were going to stay with relatives.
- These tenants were already in the rental unit when they purchased the property, and had we been given the choice, we would never rent anything other than a ground floor apartment to people with these kinds of medical conditions.
- These tenants should not be living on upper floors that require the use of an elevator when they have such medical conditions, as this could put themselves and others at risk in the case of emergencies such as a fire.
- Given the fact that there are stairs to access the rental units, they do not believe that the elevator can be considered an essential service.
- They therefore believe that the tenants claim for compensation for alternate accommodations should be denied.

### Analysis

It is my finding that the tenants have established a claim for reimbursement of their motel expenses.

It is my finding that the elevator at this rental property was essential for the tenant's access to their rental unit, and although there are stairs at the rental property, it is still the landlord's responsibility to provide the elevator service.

These tenants were given very little notice to arrange any kind of accommodation when the elevator was put out of service for repair and it is my finding that the tenants took reasonable steps to find alternate accommodation.

The landlord has argued that the tenants should have requested alternate accommodation from the landlord, however knowing the tenant situation it's my finding

that, had the landlords wanted to supply alternate accommodation, it is the landlords who should have approached the tenants and informed them of the option.

The landlord has also argued that the tenants did not take reasonable steps to mitigate the costs, however it's my finding that the fact that the tenants rented a motel room with a tenant from another unit in the rental property, shows that the tenants did take reasonable steps to try and mitigate the cost.

It's my decision therefore that I will allow two thirds of the claim for motel costs, to cover the applicants portion of the shared motel accommodation cost.

The portion I have allowed is \$901.30.

I also allow the request for recovery of the \$50.00 filing fee

### Conclusion

I have issued an order for the landlords to pay \$951.30 to the tenants.

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, 2014

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Residential Tenancy Branch

