



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is a request for a monetary order for \$2014.40 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence, photo evidence, and written arguments have 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

Has the applicant established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

This tenancy began on August 1, 2010 and a security deposit of \$300.00 was paid at the beginning of the tenancy.

This tenancy ended on December 16, 2013 and the landlord was given a forwarding address in writing on April 4, 2014, in person.

To date the landlord has failed to return any of the security deposit and has not applied for dispute resolution to retain any or all of the security deposit.

The tenant is requesting an order that the landlord return a double the security deposit.

The tenant is also claiming that the electrical system in the rental property was faulty and that, as a result, he suffered numerous power outages, and his DVD player was damaged by the power outages.

The landlord denies that the rental unit at electrical problems, stating that the tenant overloaded circuits and that's why there were power outages.

The tenant is also claiming that the landlord came into his rental property on numerous occasions without permission through the door on which there was only a chain lock on the inside. It is his belief that the landlord reached through and undid the chain lock. He further states that on one occasion he came home and found the landlord had allowed repair people into the rental unit.

The landlord denies ever and being the tenants rental unit without permission unless there was an emergency situation.

The tenant also claims that there were numerous items that needed repair during the tenancy that the landlord failed to repair.

The landlord claims that all repairs requested were dealt with as soon as possible.

The tenant claims that the landlord denied a parking space that was originally agreed on prior to the tenancy; however the landlord testified that she only requested that the tenant moved his vehicle during some construction that required space for the construction vehicles.

The tenant also states that he was not informed by the landlord when some exterior repairs were to be done and as a result he was inconvenienced by the noise from those repairs and by the restricted access during the repairs.

The landlord stated that the repairs were required due to leak in the basement and therefore she was unable to give the tenant prior notice.

The tenant also states that his baby was stressed out by noise made by repair people when a leak occurred above the baby's room that sent water flooding into the baby's bedroom through the light fixture.

The landlord does not deny that there was a leak however she states that there was no way for her to know this would happen and that the leak was dealt with as quickly as possible.

The tenant is asking for compensation as follows:

Double security deposit	\$600.00
Damage to DVD player	\$154.40
Ongoing power outages for 40 months	\$400.00
Privacy invasion	\$200.00
Failure to do repairs	\$150.00
Loss of parking for six months	\$60.00
Inconvenienced during uninformed repairs	\$50.00
Baby's health/stress	\$400.00
Filing fee	\$50.00
Total	\$2064.40

Analysis

I will allow the tenants claim for double the security deposit.

Section 38 out of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on December 16, 2013, and the landlord had a forwarding address in writing by April 4, 2014 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the \$300.00 amount of the security deposit to the tenant for a total of \$600.00.

I also order recovery of the \$50.00 filing fee.

I deny the remainder of the claim for lack of evidence.

The applicant claims that his DVD player was damaged as a result of power outages; however he has provided no evidence in support of that claim. The invoice provided for repair of the DVD player makes no mention of the cause of the damage.

Further although the applicant claims there were ongoing power outages, again it is basically just his word against that of the landlord, and that is insufficient to meet the burden of proving this portion of the claim.

It's also my finding the applicant has failed to prove his claim of privacy invasion. The applicant claims that the landlord was entering his unit on regular basis; however he has provided insufficient evidence in support of that claim. Further I fail to see how landlord could enter rental unit through a door that had a chain lock, especially since the tenant states that the chain lock was always connected.

The tenant claims of the landlord failed to do needed repairs, however the tenant has provided no information to show that he ever requested that the landlord do repairs to the rental unit, and the landlord claims that she was responsive every time a repair was requested. Again the tenant has failed to meet the burden of proving this portion claim.

The tenant also claims that he was unable to park in his parking space for a total of six months, a claim that the landlord denies. Again as it is just the tenants word against that of the landlord the tenant has again failed to meet the burden of proving this portion of the claim.

As far as the tenants claim for not being informed when repairs were to be done, it's my finding that since the landlord was acting in response to a leak at the rental property it's reasonable that the landlord dealt with the issue as soon as possible, and I will not allow any compensation for this portion of the claim.

I also deny the tenants claim for stress he claims was suffered by his baby when the leak occurred at the rental property. It's my finding that the landlord had no way of knowing this leak was going to occur, and that the landlord dealt with the leak in a reasonable manner, once the leak was reported.

Conclusion

I have allowed \$650.00 of the claim and have issued a Monetary Order in the amount.

The remainder of this claim is 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: August 20, 2014

Residential Tenancy Branch