



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dogwood Holdings Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDC

Introduction

This hearing dealt with the tenant's application for monetary compensation. The tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on March 1, 2015, with monthly rent of \$770.00. At the outset of the tenancy the landlord and the tenant carried out a move-in inspection and signed the condition inspection report. The tenancy ended on April 15, 2015, pursuant to a notice to end tenancy for unpaid rent.

Tenant's Claim

The tenant claimed compensation of \$18,000.00.

The tenant stated that her movers took two days during her move in because the elevator would not lock and was slow, and it therefore cost her twice as much.

The tenant stated that she was without a bathroom for a week because on March 6, 2015 her bathroom "exploded" and the landlord took a week to do the repairs. The tenant stated that the buzzer for her unit was inoperable because she did not have a land line, and she was unable to receive packages or guests, and when she called an ambulance they were unable to buzz her.

The tenant stated that on March 14, 2015 she witnessed the elevator door slam into a heavy shopping cart and knock it over on its side. The tenant submitted that she was badly traumatized by this event, and she reported it immediately to the landlord. The tenant stated that she could not use the elevator after that because of her fear for her safety. The tenant stated that she suffers from several medical ailments, including bipolar disorder and post-traumatic stress syndrome.

The tenant referred to evidence of the landlord showing that on February 5, 2015 the landlord received a service quote from an elevator services company. In the service quote the company recommended that the landlord replace the mechanical safety edge with an electronic door detector edge, which would provide a greater degree of safety for tenants using the elevator. The tenant then referred to an invoice from the same company showing that the work to install the electronic door detector edge was completed on April 14, 2015. The tenant stated that there was no "out of order" sign for the elevator, and the landlord was negligent by delaying repairs.

I note that twice in the hearing I asked the tenant to explain how she arrived at the amount of \$18,000.00 for her claim, as it was not specified or broken down in her documentary evidence. The tenant did not provide an explanation or answer to the question.

Landlord's Response

The landlord stated that the tenant's application is uncalled for and retaliatory. The landlord stated that the tenant didn't pay rent, and the landlord got an order of possession.

The landlord stated that on March 11, 2015, during regular maintenance, the elevator was working fine. The landlord's agent stated that the tenant told him about the elevator incident and he told her to put her hand on the bar and the door would re-open.

The landlord stated that the tenant signed the move-in condition inspection report, confirming that only minor repairs were required. The landlord stated that they did repairs in the unit from March 9 to March 12, 2015 and then the tenant sent the landlord a text to say she was grateful that everything was done.

Analysis

I find that the landlord did respond to the tenant's request for repairs in a timely manner. The tenant did not specify how she calculated a total claim of \$18,000.00. Nor did she provide sufficient evidence to show that the landlord was negligent or in breach of the Act, the regulations or the tenancy agreement, aside from the issue of the elevator.

The landlord has a responsibility for the safety of the tenants, and they were aware in February 2015 that there may have been a risk to the tenants' safety. However, the landlord did not provide any cautions to the tenants or carry out immediate repairs after the tenant reported the incident with the shopping cart. I accept the tenant's evidence that after March 14, 2015 she was fearful for her safety and did not use the elevator. I find that the tenant is entitled to some compensation for the justifiable fear for her safety and resulting loss of quiet enjoyment and loss of use of the elevator.

The incident with the elevator occurred on March 14, 2015 and the tenancy ended on April 15, 2015, pursuant to the valid notice to end tenancy for unpaid rent. I find that it is reasonable to grant the tenant 10 percent of one month's rent for loss of use of the elevator, and 15 percent of one month's rent for loss of quiet enjoyment from the trauma she suffered, for a total award of \$192.50.

Conclusion

I grant the tenant an order under section 67 in the amount of \$192.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the tenant's 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: October 22, 2015

Residential Tenancy Branch

