



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, RP, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee. The tenant and the property owner's agent / property manager (the "landlord") attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

It is understood that the subject unit is 1 of what are approximately 200 units located within a building of some 16 to 18 storeys. The subject tenancy began August 01, 2012. A copy of the most recent tenancy agreement is in evidence for the 1 year fixed term from September 01, 2015 to August 31, 2016. Monthly rent is due and payable in advance on the first day of each month. The current monthly rent is \$1,510.00. A security deposit of \$737.50 was collected near the start of tenancy in 2012.

Further to printed copies of miscellaneous email exchanges and text messages, in her application the tenant has set out a detailed 9 page typed description of 5 broad areas of concern, which are summarized as follows:

1) Failure of the landlord to "provide and / or protect the Tenant's access to the Tenant's place of residence, on TWO separate occasions.

2) Failure of the landlord to provide a copy of strata's "rules and regulations" for the building, and / or to assist the tenant to access the foregoing online.

3) *Failure of the landlord to repair a broken / leaking garburator, a defective dishwasher and an improperly functioning fridge.*

4) *Failure of the landlord to “attend to tenancy matters in a reasonable time frame.”*

5) *Issuance of an Order which instructs that a test of the “original FOB that mysteriously stopped working after the towing incident” be undertaken.*

Further to the above, in her application the tenant seeks certain compensation.

Analysis

Based on the documentary evidence and testimony, the various aspects of the application and my findings are set out below. While details set out in the tenant's application have been carefully considered, not all of the particulars raised in the application and / or by both parties during the hearing, are identified here. Rather, this decision addresses matters considered to be most relevant to the application of the Act.

The landlord is hereby **ORDERED** as follows:

1. To provide the tenant with a copy of the strata Bylaws and, if applicable, “Rules” and “Regulations,” by not later than **midnight, Friday, April 15, 2016**.
2. To facilitate the tenant's **online access** to the above by the **same deadline**.
3. To repair or replace, as required, the tenant's **garburator, dishwasher and fridge**, by not later than **midnight, Friday, April 15, 2016**.

While specific deadlines for completing the above tasks were not determined during the hearing, the landlord acknowledged the importance of addressing these matters in a timely fashion. For information, the attention of the parties is drawn to section 32 of the Act which addresses **Landlord and tenant obligations to repair and maintain**.

Various compensation sought by the tenant and my related findings are set out below.

\$160.60: *value of lost work time on December 12, 2014*

\$160.60: *value of lost work time on December 15, 2014*

\$80.30: *value of lost work time on December 16, 2014*

\$301.13: *value of lost work time on December 17, 2014*

I find there is insufficient evidence before me to support this aspect of the application, and it must therefore be dismissed.

\$80.30: value of lost work time in order to attend the hearing

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the application must be dismissed.

\$35.00: cost of taxi used to travel to "tow company"

\$157.50: tow bill

\$150.00: value of "ruined cookie dough / ingredients due to being locked out hrs."

I find there is insufficient evidence before me to support the allegation(s) that the landlord was responsible for the losses claimed. These aspects of the application are therefore dismissed.

\$500.00: breach of the right to quiet enjoyment ("emotional distress")

Section 28 of the Act addresses **Protection of tenant's right to quiet enjoyment**:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

For information, the attention of the parties is also drawn to section 30 of the Act which addresses **Tenant's right of access protected**.

While the tenant describes the quality of her dealings with the owner / landlord's property manager, as well as the on-site building manager, as frustrated variously as a result of difficulties associated either with contacting them, or delay in their response(s), I am unable to find from the evidence before me that there has been a breach of the tenant's right to quiet enjoyment. This aspect of the application must therefore be dismissed. Finally, going forward, the parties are encouraged to formally address any matters in dispute which arise out of the tenancy in a timely manner, where it appears that concerns are unable to be successfully resolved directly between them.

\$100.00: *filing fee*

As the tenant has achieved a measure of success with her application by way of obtaining **ORDERS** issued against the landlord, I find that she has established entitlement to recovery of the full **\$100.00** filing fee. A **monetary order** is hereby issued in favour of the tenant to that effect.

Conclusion

Specific **ORDERS** have been issued against the landlord, as above.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$100.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

The balance of the tenant's application is hereby 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: March 29, 2016

Residential Tenancy Branch

