



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP MNDC AAT FF O

Introduction

This hearing dealt with the tenant's application for an order for emergency repairs and an order allowing the tenant access to the rental unit, as well as for monetary compensation. The tenant and an agent for the landlord participated in the teleconference hearing.

In the hearing the tenant confirmed that she now has access to the unit, so it was not necessary for me to consider that portion of the application.

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

Should I order the landlord to do emergency repairs?
Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began approximately four years ago. The tenant stated that her current monthly rent is \$532.00. The rental unit is an apartment on the third floor of a multi-unit building. The building is serviced by one elevator. On March 28, 2016 the elevator stopped working. It was out of service until April 7, 2016, a total of ten days.

Tenant's Evidence

In regard to emergency repairs, the tenant stated that she has had problems with a huge hole in the wall under her kitchen sink, where she believes that cockroaches are coming from; and electrical problems with one of her ceiling lights. The tenant stated that she complained to maintenance about these problems, but they didn't do much. The tenant also submitted that she has had to deal with renovations in the hallways and stairwells, where the carpets had plastic on them and doors were boarded up due to the presence of asbestos.

In regard to monetary compensation, the tenant stated that she was in a wheelchair during the time that the elevator was out of service. The tenant stated that she was unable to access her apartment during this time except on one occasion, when four people carried her in her wheelchair up the three flights of stairs so that she could retrieve some personal belongings. The tenant claimed monetary compensation of \$1,100.00 for 10 days of room, board and laundry, at a rate of \$100.00 per day. The tenant submitted a handwritten receipt for this amount. The tenant stated that she did not have all of her food receipts because she did not think at the time that the elevator would be out of service for so long.

Landlord's Response

The landlord stated that the elevator broke down unexpectedly on March 28, 2016, and the technicians came in on March 29, 2016. They had to order a part, and then did the repairs as soon as possible. The elevator returned to operation on April 7, 2016. The landlord stated that they had offered the tenant compensation of \$10.00 per floor per day for the time the elevator was out of service, which is more than the per diem rent for the tenant.

Analysis

I find that the tenant has failed to provide sufficient evidence to show the necessity for an order for emergency repairs. The tenant may require some repairs to be done in her unit, but they are not of an emergency nature. If a tenant seeks repairs, they should give the landlord a written request for repairs. If they are not satisfied with the repairs they may then apply for an order for repairs.

In regard to monetary compensation for the period of time that the elevator was out of service, I accept the tenant's evidence that she was not able to regularly access her unit during that time. I find that the tenant should at minimum receive the per diem rent of \$17.44 (calculated by dividing monthly rent of \$532.00 by 30.5, the average number of days between March and April). However, I do not accept the tenant's claim of \$1,100.00 as reasonable. An applicant for monetary compensation must show that they took reasonable steps to mitigate, or reduce, their costs, and the tenant did not show evidence of this. I accept that the tenant would have needed to purchase food and other necessities during the 10 days, and I find that an award of \$30.00 per day, for a total award of \$300.00, is reasonable.

As the tenant's application was partially successful, I find she is entitled to recovery of the \$100.00 filing fee for the cost of her application.

Conclusion

The tenant's application for emergency repairs is dismissed.

The tenant is entitled to compensation of \$400.00 for being deprived of reasonable access to her rental unit for ten days between March 28, 2016 and April 7, 2016. The tenant may deduct this amount from her next month's rent.

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 23, 2016

Residential Tenancy Branch