



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNDC, FF

Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenant has requested compensation for the cost of emergency repairs, damage or loss under the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing and to present affirmed oral testimony.

The tenant submitted four typed pages as evidence. The landlord did not make any written submission.

The agent for the landlord confirmed that the landlord was given the hearing documents in April 2016.

Preliminary Matters

The parties agreed that the tenant began a previous tenancy where the respondent on this file, K.F., was the agent. K.F. worked for the previous owner/landlord of the rental unit until the unit was sold effective October 1, 2015. K.F. then continued to act as agent for the new property owner/landlord.

The tenant confirmed that the following portions of the claim related to the previous tenancy:

- Plumbing costs, September 2 and 6, 2015; and
- BC hydro costs.

The tenant confirmed that the claim for blinds, moving costs and broken lock applied to the tenancy, from October 1, 2015 to the end of tenancy on January 30, 2016.

Therefore, as a portion of the claim made relates to a period of the tenancy managed by a previous owner, I determined that the matters related to plumbing and hydro costs and rent reduction were dismissed with leave to reapply. The tenant understands that K.F. no longer acts as agent for the previous owner/landlord.

The tenant submitted a claim in the sum of \$3,800.00 as punitive damages. That portion of the application was declined as punitive claims are not contemplated by the Act.

Issue(s) to be Decided

Is the tenant entitled to compensation in the sum of \$76.06 for the cost of blinds?

Is the tenant entitled to compensation in the sum of \$5,100.00 for lack of security due to a broken door lock?

Is the tenant entitled to moving costs?

Background and Evidence

The tenant moved into the rental unit in April 2015. The current owner assumed the tenancy effective October 1, 2015. The tenant has made a claim against the current owner for loss that occurred from the time that owner assumed the tenancy.

The tenant made the following claim:

Blinds	\$76.06
Moving costs	332.59
Rent reduction	5,100.00
TOTAL	\$5,508.65

The tenant said that at the start of the tenancy several blinds were missing. The tenant communicated with the agent via an on-line message service and read from some of those messages. After October 2015 the tenant made repeated requests for blinds; there was a set in the unit but there was no hardware to install them. The tenant then purchased blinds and installed them. The tenant said when she vacated the unit the landlord told her to take the blinds. The tenant stated the blinds fit the windows in the unit so were not of use to her.

The tenant said that throughout the tenancy, up to October 2015 and after that date, the patio sliding glass door lock did not function. The tenant wrote the landlord on November 12, 15, and 18 2016 and December 3 and 5, 2015; requesting repair. The landlord replied that there was no money for a new lock; the previous owner should

have fixed the lock or that the new owner should fix the lock. The tenant was on the ground floor and never felt safe.

On December 3, 2015 the tenant reported a rat problem. The landlord came and trapped one rat and left a trap. On December 4, 6, 11 and 17, 2015 the tenant sent messages asking the landlord to come to block the access point, but the landlord did not make the repair and the tenant continued to experience problems with rats. The tenant wanted an opening by the stove vent to be covered; the landlord did not make that repair.

Since the landlord refused to make repairs requested the tenant ended the tenancy. She did not feel safe and had no security. There were constant plumbing problems, the stove would overheat and no repairs would be made. The tenant vacated at the end of January 2016.

The tenant has requested return of all rent paid. The tenant believes she did what she could to reduce the claim made by asking the landlord to make repairs. The tenant stated that she inflated her claim to make a point as others in the building suffer from the same issues. The tenant was told that the decision would be based on the facts related to her tenancy alone.

The landlord said that the tenant was told she could purchase the blinds and the landlord would reimburse the tenant. The tenant did not provide a receipt for the blinds. At the end of the tenancy the tenant was told she could take the blinds with her, but she did not take them.

The landlord said they did fix the door, by removing a lock from another unit and installing it on the tenants' door. The tenant confirmed that this occurred, but it was a repair made to the front door, not the sliding patio door.

The landlord confirmed that a rat was trapped. The tenant then used foam to fill holes, which made making other repairs difficult. The landlord said this was essentially a new unit as it was rebuilt after a fire that occurred in the building several years ago. When the tenant vacated the agent moved into the unit and has not had any of the problems the tenants reports said she had.

Analysis

The tenant has made a claim for compensation for damage and loss that the tenant submits occurred throughout the portion of the tenancy that the current landlord has owned the rental unit. Over a period of four months the tenant made multiple complaints regarding deficiencies and the need for repair.

The tenant did not take any steps to have the problems addressed through arbitration but gave notice and vacated.

The Act sets out the requirement to minimize a claim:

Liability for not complying with this Act or a tenancy agreement

7 (1) *If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*

(2) *A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement **must do whatever is reasonable to minimize the damage or loss.***

(Emphasis added)

From the evidence before me I find that the landlord was well aware of the need to repair the patio door lock. The landlord did repair the front door, but from the evidence before me I find on the balance of probabilities that the patio door remained without a lock. I find that any reasonable person would accept that the absence of a lock would affect the tenants' sense of security.

In relation to compensation that might be due, I find that the tenant is entitled to a nominal sum of \$75.00 for the loss of security. Rather than take steps to minimize the loss the tenant has claimed, the tenant chose to end the tenancy. The tenant was in a position to request an order for repair by making an application for dispute resolution, but chose not to do so. The balance of the claim for loss of security is dismissed.

As the tenant was able to remove the blinds at the end of the tenancy I find that a loss has not been established. The tenant did not supply a receipt to the landlord to prove the cost of the blinds but was in a position to keep the blinds that she had purchased. Therefore, the claim for blinds is dismissed.

The tenant chose to vacate the rental unit rather than taking steps to mitigate the loss by requesting orders for repair and compliance with the Act. Therefore, I find that the claim for moving costs is dismissed.

Based on these determinations I grant the tenant a monetary order in the sum of \$75.00. In the event that the landlord does not comply with this order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The tenant is entitled to compensation in the sum of \$75.00.

The balance of the claim is dismissed.

Jurisdiction is declined in relation to the claim for punitive damages.

Any claim related to the tenancy prior to October 1, 2015 is dismissed with leave to reapply naming the correct respondent.

This decision is final and binding and 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: November 03, 2016

Residential Tenancy Branch

