



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

This hearing was convened by conference call in response to a Tenant's Application for Dispute Resolution (the "Application") for monetary compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement.

The Tenant and the Landlord appeared for the hearing and provided affirmed testimony. The parties consented to amend the Tenant's Application to include the Landlord as the person appearing at this hearing and the company Landlord as the second Respondent to this dispute. This change is reflected in the style of cause on the front page of this Decision.

The Landlord confirmed receipt of the Tenant's Application and confirmed that he had not provided any evidence prior to this hearing. The Tenant stated that she had served the Landlord with email evidence; however she had not provided these emails to the Residential Tenancy Branch as required by the Dispute Resolution Rules of Procedure even though this was explained and detailed on the fact sheet provided to the Tenant in the Hearing Package. Therefore, I informed the Tenant that she could not rely on this email evidence but was not barred from providing it into oral testimony.

The hearing process was explained and no questions of the proceedings were asked. Both parties were given the opportunity to present evidence and make submissions to me on the issues to be decided?

Issues to be Decided

- Is the Tenant entitled to monetary compensation payable under the notice to end tenancy?
- Is the Tenant entitled to compensation for the repair work completed to the rental unit by the Landlord?

- Is the Tenant entitled to compensation for having to do viewings during this tenancy for the sale of the property?

Background and Evidence

The parties agreed that this tenancy for a unit in a strata residential building started on July 1, 2014 for a fixed term of one year after which the tenancy continued on the month to month basis thereafter. Rent in the amount of \$1,550.00 is payable on the first day of each month and the Tenant paid the Landlord a security deposit of \$775.00 at the start of the tenancy which the Landlord holds in trust.

The Tenant testified that in January 2017 she was served with a 2 Month Notice to End Tenancy for the Landlord's Use of the Property (the "2 Month Notice") to end the tenancy for March 2017 for the new owner's use.

The Tenant explained that she had not disputed the 2 Month Notice but was requesting the Landlord to comply with the Act by providing her with the compensation payable to her. However, the Tenant confirmed that since making this Application to recover this compensation, she had withheld rent for March 2017 to obtain this relief and therefore, there were no legal findings for me to make on this matter. The Landlord agreed that the Tenant was eligible for this compensation through a deduction in March 2017 rent.

The Tenant then explained that she wanted \$725.00 because the Landlord had failed to give her written notice that the owner intended to sell the rental unit despite repeated requests for this information. The Tenant stated that she was eventually given notice of this in January 2017.

The Tenant stated that for five viewings the Landlord had conducted for the sale of the property, the Landlord did not have the key fobs to the building and had to come and get them from the Tenant in order to conduct the viewings. The Tenant explained that it was only until she asked the Landlord continually to get their own keys did this "harassment" stop. The Tenant acknowledged that she did not have to give the Landlord her set of keys and stated that she did this out of courtesy for the Landlord.

The Landlord acknowledged that he borrowed the Tenant's key fobs for some of the viewings until he had got keys fobs for the unit from the strata management.

With respect to the Tenant's claim for \$725.00 for repair issues, both parties provided oral evidence to the sequence of events that occurred due to a leak in the Tenant's bathroom's ceiling and the subsequent repair that took place. In this respect, the parties

disagreed with each other's oral evidence but mutually agreed to settle this portion of the claim between them in the amount of \$425.00. The parties confirmed that this portion was settled by voluntary agreement rather than having a decision rendered by me on the evidence before me.

Analysis

With respect to the Tenant's claim for the Landlord to comply with the Act in providing her with compensation, I find the Tenant has already received this relief by deducting the last month's rent for March 2017 pursuant to her rights under the 2 Month Notice and under Section 51(1.1) of the Act. Therefore, this portion of the Tenant's Application is dismissed.

In regards to the Tenant's claim for compensation for the failure of the Landlord to provide written notice of the intention to sell the rental unit, there is no legal obligation for any landlord to inform a tenant they intend to or they are going to sell the rental unit; a tenant has no right to this information under the Act. While I agree that it may be a courtesy for a landlord to inform a tenant that a rental unit will be on the market for sale, the Act provides no monetary relief for a failure of the Landlord to do this.

In addition, the Tenant argued that she should be eligible for compensation for having to give the Landlord keys to the rental unit several times throughout the tenancy despite the Landlord being given multiple notices to arrange key fobs of their own. In this respect, I find the Tenant's oral evidence suggests that the key fobs were provided to the Landlord out of generosity to allow viewings of the rental unit to take place rather than the Tenant being forced to do so. The Tenant had no legal obligation to hand over her keys each time for viewings and had a duty under Section 7(2) to mitigate any loss to the Landlord by not providing the keys in the manner she did if she intended to make a monetary claim for this issue.

Furthermore, I find the Tenant failed to provide sufficient evidence of how she suffered damage or loss by giving her keys fobs to the Landlord and how this resulted or could be considered a course of harassment. For these reasons, I deny this portion of the Tenant's claim.

With respect to the Tenant's claim for compensation due to the leaking bathroom ceiling and resulting repair to the sink, the Tenant was given the opportunity to withdraw this portion of the Application so that she could provide supporting and corroborating evidence to support her oral evidence which the Landlord was disputing. However, pursuant to my authority under Section 63 of the Act, I helped the parties achieve a

resolution of this portion of the Application and the Tenant agreed to this alternate method of resolution. The parties confirmed their agreement to resolve this portion of the Tenant's Application in the amount of \$425.00 inclusive of the filing fee to be paid to the Tenant forthwith and in any case on or before March 31, 2017.

The Tenant is issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court if the Landlord fails to make this payment. Copies of this order are attached to the Tenant's copy of this Decision.

The parties are cautioned that the provisions of the Act are still effective with respect to the return of the Tenant's security deposit at the end of the tenancy.

Conclusion

The Tenant's Application for monetary compensation under the 2 Month Notice is dismissed without leave to re-apply as the Tenant has received this relief at the time of this hearing. The Tenant's Application for compensation resulting from viewings conducted by the Landlord for the sale of the rental unit is dismissed without leave to re-apply. The Tenant's Application for monetary compensation for repairs to the rental unit was settled in the amount of \$425.00 and the Tenant has been issued with a Monetary Order for this amount.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 02, 2017

Residential Tenancy Branch

