



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOUTH ISLAND PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDCT, LRE, MNR

### **Introduction**

This hearing was convened in response to an application filed by the tenant on October 19, 2018 seeking to recover the cost of emergency repairs to a door lock in the amount of \$98.40, and to set conditions on the landlord's right to enter the unit.

Both parties participated in the hearing and provided testimony. The landlord testified they received the tenant's application for dispute resolutions however were not provided any evidence from the tenant. The tenant acknowledged receiving the landlord's evidence in this matter as equally provided to this hearing. Both parties were provided opportunity to settle their dispute to no avail. They were also provided opportunity to present all relevant evidence and testimony in respect to the claim and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties were informed that only *relevant evidence* would be considered toward a final and binding Decision.

### *Preliminary matters*

At the outset of the hearing the parties agreed the tenant removed all of their belongings from the unit and no longer resided there. As a result, the tenant's application to set conditions on the landlord's right to access is no longer relevant and is preliminarily dismissed. The hearing proceeded on the merits of the tenant's claim for compensation.

### **Issue(s) to be Decided**

Is the tenant entitled to the monetary amount claimed for emergency repairs?

### **Background and Evidence**

This tenancy started in 2017. In September 2018 the landlord received a legal Notice from the tenant they were vacating the rental unit October 31, 2018. The landlord accepted and acted on the Notice and the tenancy legally ended.

During the course of the tenancy the applicant determined that the lock of their access door was broken beyond repair and further determined to replace it and provided the landlord with a new key. The parties agreed the tenant did not inform the landlord of the purported need for a new lock.

The tenant testified they expended \$58.40 for a new lockset and keys and a further \$40.00 paid to install it. The landlord does not agree that the lock required repair or replacement. They testified being informed by a locksmith that the door and lock had clearly been compromised by force.

### **Analysis**

On preponderance of the evidence I find that even if I were to agree with the applicant that they had a right to enact an emergency repair of the door lock I find that in the absence of proof of the tenant's claimed costs in this matter to render a new lock I must **dismiss** the application for lack of sufficient evidence.

### **Conclusion**

The tenant's application is dismissed without leave to reapply.

**This Decision is final and binding.**

*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: November 27, 2018

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Residential Tenancy Branch