



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, MNDC, RP, OLC, LRE, RR, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for a monetary order for compensation and for various other remedies like an order directing the landlord to carry out repairs, comply with the *Act*, and reduce rent. The tenant applied for authorization to change locks and for the recovery of the filing fee.

The tenant testified that the notice of hearing dated August 07, 2019 was served on the landlord on August 16, 2019, by registered mail. The tenant provided a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing the tenant informed me that the tenancy had ended on August 31, 2019 and that she had moved out of the rental unit. Therefore the tenant's application to cancel the notice to end tenancy is moot and accordingly dismissed as is the remainder of her application. Accordingly, this hearing only dealt with the tenant's application for compensation and for the recovery of the filing fee

### **Issue**

Is the tenant entitled to compensation and to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started in May 2015. The monthly rent was \$800.00 payable in installments on or about the first day of each month. The tenant moved out on August 31, 2019. There is no written tenancy agreement.

The tenant stated that in June of 2016 the freezer and refrigerator started having problems with internal temperatures thereby resulting in a loss of her food. The tenant stated that the landlord usually told her that he would have the appliance fixed but did not keep his word. The tenant is claiming \$300.00 for food that she was forced to throw away.

The tenant stated that in 2016 there was a flood in the rental unit and that the landlord did not replace the carpet. He had the carpet dried out but after the drying process the carpet shrank and did not fit the room accurately. The tenant stated that it formed a fold which interfered with the opening and closing of the bedroom door. The tenant is claiming \$300.00 as compensation for the inconvenience.

The tenant is also claiming \$100.00 for the recovery of the filing fee.

### **Analysis**

Based on the testimony of the tenant, I find that the issues that the tenant is requesting compensation for took place around June 2016 which is more than three years before the end of tenancy. As explained to the tenant, she had the option of applying for dispute resolution during the tenancy to obtain an order directing the landlord to repair or replace the appliances and/or provide the tenant with compensation for the loss of food or inconvenience endured.

Based on the testimony of the tenant I find that the tenant chose to continue to reside in the rental unit without addressing the issues and then make application for compensation at the end of tenancy.

Black's Law Dictionary defines the "doctrine of laches" in part, as follows:

[The doctrine] is based upon maxim that equity aids the vigilant and not those who slumber on their rights.

...neglect to assert a right or claim which, taken together with lapse of time and other circumstances causing prejudice to adverse party, operates as bar in court of equity.

Following from the tenant's failure to address the issue in a timely fashion, or shortly after she suffered a loss of her food, pursuant to the doctrine of laches, I find that this aspect of the tenant's application must hereby be dismissed.

The tenant moved out on August 31, 2019. Since she had decided to move out, she did not have to dispute the notice to end tenancy. Since the tenant has not proven her case, I find that the tenant is not entitled to the recovery of the filing fee.

**Conclusion**

The tenant's application is 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: October 08, 2019

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Residential Tenancy Branch