



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, AAT, PSF, OLC, LAT, LRE, MNDCT, MNRT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for repairs - Section 32;
2. An Order allowing access to the unit - Section 70;
3. An Order for the provision of services or facilities - Section 65;
4. An Order for the Landlord’s compliance - Section 62;
5. An Order allowing a lock change - Section 70;
6. An Order restricting the Landlord’s entry - Section 70;
7. A Monetary Order for compensation - Section 67; and
8. A Monetary Order for the cost of emergency repairs - Section 67.

The Landlord did not attend the hearing. The Tenant was given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirms that the tenancy has ended.

### Preliminary Matters

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution, notice of hearing and all evidence except for videos (the “Hearing Package”) by registered mail on November 22, 2021, in accordance with Section 89 of the Act. The tracking number for this registered mail is set out on the cover page of this decision. Section 90 of the Act provides that a document served in accordance with

section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Hearing Package on November 27, 2021.

The Tenant did not serve the Landlord with copies of videos that were provided to the Residential Tenancy Branch (the “RTB”) for this dispute. Rule 3.14 of the RTB Rules of Procedure provides that any evidence that an applicant intends to rely on must be provide to the Respondent. As the Tenant did not serve copies of the videos to the Landlord, I decline to consider this evidence.

The Tenant made its claims for costs of emergency repairs in error and withdraws this claim. As the remaining claims, other than the claim for compensation, are all related to an ongoing tenancy and as the tenancy has ended, I dismiss these remaining claims.

#### Issue(s) to be Decided

Is the Tenant entitled to the compensation claimed?

#### Background and Evidence

The tenancy under written agreement started on October 15, 2021 and ended on November 17, 2021. During the tenancy rent of \$1,100.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$575.00 as a security deposit.

When the Parties viewed the unit and signed the tenancy agreement on October 2, 2021, the Landlord agreed to remedy the deficiencies with the unit before the tenancy start date as follows:

- Install missing bathroom flooring;
- Repair leaks from under bathroom sink;
- Return kitchen cabinet doors to the cabinets;

- Install missing light fixtures and dead lightbulbs in the unit;
- Clean the yard area that the Tenant had access to and use of;
- Clean the unit; and
- Provide window coverings.

Upon moving into the unit none of the above deficiencies had been remedied and the Landlord then agreed that the Tenant could undertake the remedies with the Landlord reimbursing the Tenant for the cost of supplies only. The supply costs were \$720.00, and the Tenant claims this amount. The Tenant provides receipts for these costs. The Tenant had provided the Landlord copies of these receipts at the time of the repairs and sent a follow-up email dated November 17, 2021, seeking payment for the supplies. The Landlord failed to pay the costs to the Tenant.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Based on the Tenant's undisputed evidence that the Landlord failed to remedy deficiencies with the unit, agreed to pay the Tenant the cost of supplies to remedy those deficiencies and failed to pay for the costs I find that the Tenant has substantiated that the Landlord failed to comply with the terms of the tenancy. Given the receipts for the costs claimed I find that the Tenant is entitled to \$720.00.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$720.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: February 15, 2022

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Residential Tenancy Branch