



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

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

## **DECISION**

Dispute Codes      RR, RP, PSF, FFT

### Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on March 9, 2023 seeking

- compensation for monetary loss/other money owed,
- a reduction in rent for services/facilities not provided, repairs made to the rental unit,
- the Landlord’s provision of services/facilities, and
- reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 12, 2023. In the conference call hearing I explained the process and provided the parties that attended the opportunity to ask questions.

The Landlord and Tenant both attended the telephone conference all hearing. Each participant confirmed they received the documentary evidence of the other in advance of the scheduled hearing date.

### Preliminary Matter – relevant issues

The Tenant in the hearing described the end of their tenancy. That was a prolonged affair due to the lack of elevator service in the building that hampered the Tenant’s efforts to move out from the rental unit. At the time of the hearing the Tenant was not occupying the rental unit and had moved out some time prior.

Given that the tenancy ended prior to the hearing date, I find there is no resolution to the Tenant's claim for repairs to the rental unit, or the Landlord's provision of services/facilities. There is no landlord-tenant relationship going forward; therefore, I cannot grant relief for either of these two grounds going forward. I dismiss these pieces of the Tenant's Application without leave to reapply.

I dismiss the Tenant's claim for rent reduction for the same reason. As outlined below, relief to the Tenant came in the form of a percentage reduction amount; however, I allocate that issue solely to the issue of compensation to the Tenant, as listed below.

#### Issues to be Decided

- Is the Tenant entitled to compensation for monetary loss/other money owed, pursuant to s. 67 of the *Act*?
- Is the Tenant entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

#### Background and Evidence

The Tenant gave a detailed description of the issue they faced when they ended this tenancy. On January 26, 2023, they, notified the Landlord of their pending move out from the rental unit, to finalize the date of February 23. They had arranged for movers and cleaning for their tenth-floor rental unit for February 21.

Prior to this, on January 8 the Tenant learned the elevator in the building was inoperable. The Tenant set out the communication they had to/from the Landlord on this particular issue and how it would impact their upcoming move out. They needed accommodation for their personal property they were not able to move without an elevator.

According to the Tenant, by February 17 the Landlord was not able to confirm when the elevator repair would be completed. By March 2<sup>nd</sup>, the Tenant moved out most items, with the mover's assistance, except for one final piece. The Tenant learned the elevator repair was completed on April 24.

In sum, the Tenant stated this was 88 days in total without an elevator for their use.

The Landlord acknowledged the difficulty the Tenant faced during this time with their timeline for moving out, and the amount of personal property they had to relocate. The Landlord did not dispute or provide rebuttal on any of the timeline or description in terms of dates and specific pieces of the Tenant's detailed testimony.

The Landlord stated they had no trouble reimbursing the Tenant for out-of-pocket associated with their move out from the rental unit. The Landlord stated they were agreeable to an amount of rent reduced for the period of time involved with the Tenant's move out from the rental unit. This was for the period of January to February 2023.

The Tenant produced an invoice sent to them from movers dated March 12, 2023. This provides for fuel, labour, truck rental, totalling \$800 as stated in the hearing.

### Settlement Agreement

The parties reached a full and final agreement in the hearing that the Landlord would compensate the Tenant for a portion of the rent amount, as well as the flat rate amount the Tenant paid to movers. The Landlord made this offer on their own, in consideration of both parties' needs and obligations in this matter.

The Tenant's invoice shows the amount of \$800 for the movers. I grant this amount as compensation to the Tenant from the Landlord.

The Landlord provided the portion of rent in the amount of 20% for the months of January and February 2023. This was the final period in which the Tenant paid rent. This amount is \$324.80 for each month, totalling \$649.60. The Tenant stated their agreement to this amount of compensation.

In accordance with s. 63 of the *Act*, I find both parties reached a settlement agreement. I confirm that both parties made this agreement on a voluntary basis. I grant compensation to the Tenant for the amount of \$1,449.60 on this basis.

I grant the Tenant reimbursement of a part of the amount of their Application filing fee. I grant the Tenant an amount of \$50. I round the final amount to \$1,500 in total.

### Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Tenant a Monetary Order in the amount of \$1,500 for compensation set out above and the recovery of a part of the filing fee for this hearing application. I provide the Tenant with this Order in the above terms, and they must serve the Landlord with this Monetary Order as soon as possible. Should the Landlord fail to comply with this Order, the Tenant may file this Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

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

Dated: May 17, 2023

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Residential Tenancy Branch