

DECISION

Introduction

The Tenants seek various relief under the *Residential Tenancy Act* (the “Act”).

An arbitration hearing took place on October 2, 2024. The two Tenants and a representative for the Landlord attended. The matter was adjourned to written submissions as ordered in the interim decision dated October 2, 2024.

Issues

1. Are the Tenants entitled to compensation?
2. Are the Tenants entitled to a reduction in rent?
3. Are the Tenants entitled to an order for repairs?
4. Are the Tenants entitled to an order suspending or setting conditions on the Landlord’s right to enter the rental unit?
5. Are the Tenants entitled to an order permitting them to change the locks?
6. Are the Tenants entitled to an order that the Landlord comply with the Act?

Tenants’ and Landlord’s Submissions

The Tenants’ written submissions consisted of the following documents: (1) a six-page Excel spreadsheet (“*timeline_explanation_evidence.xlsx*”); (2) a four-page Excel spreadsheet (“*Monetary_order_worksheet_in_details.xlsx*”); (3) a one-page “Demand for Payment” letter in which the Tenant demands that the Landlord pay the Tenant \$35,000 by November 30, 2024; and (4) a six-page letter addressed to me, in which the Tenant outlines their various claims, including various unrelated procedural issues.

The Landlord’s written submissions consisted of a six-page document titled “*Landlord_Bulk_Evidence.pdf*.”

Having reviewed the parties’ submissions, I make the following findings.

1. Regarding the Tenants' Claim for Compensation

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. A party claiming compensation must do whatever is reasonable to minimize their loss.

To determine if a party is entitled to compensation, all parts of the following four-part test must be met: (1) Did the respondent breach the Act, the tenancy agreement, or the regulations? (2) Did the applicant suffer a loss because of this breach? (3) Has the amount of the loss been proven? (4) Did the applicant take reasonable steps to minimize their loss?

The Tenants' claim for compensation must fail on the basis that not one of the amounts claimed are adequately explained in respect of the final calculations. Indeed, the Tenants state variously that the amounts are "hard to calculate," are "roughly" calculated," and that the Tenants "leave[s] it to [the arbitrator]" to determine the final amounts. The amounts claimed are variously \$6,000, \$6,000, \$5,000, \$2,000, \$1,000, and so forth. Conveniently, they add up to precisely \$35,000, which is the maximum amount that may be claimed under the Act. I am not persuaded that, even if there were breaches of the Act, the Tenants have sufficiently and adequately explained how they arrived at the amounts claimed. There are, rather, completely arbitrary amounts based on nothing more than an end goal of reaching \$35,000.

For this reason, having concluded that the Tenants have not met satisfied the third part of the above-noted four-part test, that the Tenants' claim for compensation must be dismissed without leave to reapply. The Tenants have been afforded a more than reasonable opportunity to fully and properly explain how they calculated the amounts claimed, and they have not done so.

2. Regarding the Tenants' Claim for a Reduction in Rent

Having carefully reviewed the multiple documents submitted by the Tenants, nowhere is there any submission regarding their claim to reduce their rent. While there is a reference to a sub-standard stove in the rental, there is no submission or explanation as to what, if any, the amount in rent should be reduced. That said, the Tenants did mention in one of their submission documents that "this is maybe not needed now," as two of the repairs were recently completed.

This claim is respectfully dismissed without leave to reapply.

3. Regarding the Tenants' Request for Order for Repairs

Regarding this claim, the Tenants noted that a new stove has been provided and a new toilet, as well. Given that this issue appears to be resolved, this claim is respectfully dismissed without leave to reapply.

4. Regarding the Tenants' Request for Order Suspending or Setting Conditions on Landlord's Right to Enter Rental Unit, and

5. Regarding the Tenants' Request for Permission to Change the Locks

Section 29 of the Act sets out the circumstances of when and how a landlord may enter a rental unit. Section 31(3) of the Act prohibits a tenant from changing the locks to the rental unit unless the landlord agrees to the change in writing, or if there is an order from an arbitrator.

Section 70(1) of the Act lets a tenant request an order from an arbitrator suspending or setting conditions on a landlord's right to enter a rental unit under section 29 of the Act. Section 70(2) of the Act lets a tenant request authorization to change the locks and keys to a rental unit.

Regarding this claim, while the Tenants explain that they do not feel safe and secure in their home, and therefore request a new lock, there is no evidence before me to conclude that the Landlord has at any time entered the rental unit in breach of section 29 of the Act. Inasmuch as the Tenants are unhappy with the fact that an employee of the Landlord has a copy of the key to the rental unit, the Landlord does have the right to a copy of a key to the rental unit.

Taking into consideration the submissions, and applying the law to the facts, I do not find that the Tenants are entitled to an order suspending or adding conditions to the Landlord's right under section 29 to enter the rental unit. Nor am I satisfied that the Tenants are entitled to authorization to change the locks to the rental unit.

6. Regarding the Tenants' Request for an Order for Landlord Compliance

Section 62(3) of the Act states that an arbitrator "may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies." There is no reference, explanation, submission, or argument in any of the Tenants' various submitted documents setting out the basis for such an order. As such, this claim is respectfully dismissed without leave to reapply.

Conclusion

The application is dismissed in its entirety, without leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: November 7, 2024

Residential Tenancy Branch