



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC

This hearing dealt with an application by the tenant for monetary compensation in the amount of 33 percent of the total rent the tenant paid during the tenancy, from March 1, 2005 to February 1, 2007. The tenant sought compensation for “lack of repairs, health by-law violations breached, fire regulations breached, infestations, violence.”

The tenant made his application for dispute resolution on January 13, 2009. The tenant’s position was that as he made his application less than two years after the end of the tenancy, he should not be out of time. I asked the tenant why he did not make an application for dispute resolution to address the problems during the tenancy, and the tenant responded that “there was nowhere else to go.” The tenant stated that he gave the landlord written requests for repairs and attempted to bring the problems to the landlord’s attention during the tenancy, but the landlord did not respond.

The legal principle of laches is based on the concept that equity aids the vigilant and not those who slumber on their rights. In this case, I find that the tenant ought to have diligently asserted his right or claim by making an application for dispute resolution during his tenancy to address these issues. In failing to make an application at or near to the time the problems arose, the tenant did not allow the landlord to respond effectively to the tenant’s claims. On the basis of laches, I dismiss the tenant’s application.

Dated March 12, 2009.