

DECISION

Dispute Codes: MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for compensation for loss under the tenancy agreement and an order to retain the security deposit in partial satisfaction of the claim.

Preliminary Matter

The landlord withdrew his claim for the \$25.00 late fee. I therefore dismiss the landlord's application for a monetary order for this amount.

Issues to be Decided

Whether the landlord is entitled to a monetary order for unpaid rent?

Whether the landlord is entitled to monetary order for compensation for loss under the tenancy agreement?

Whether the landlord is entitled to an order to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

On May 9, 2008, the landlord collected a security deposit in the amount of \$350.00 from the tenant. A monthly rent in the amount of \$700.00 was payable in advance on the first day of each month. On February 12, 2009, an incident took place whereas the power supply for a work platform by the 16th floor of the building was cut off. At the time, there were two workmen on the platform.

These two workmen had to initiate emergency rescue procedures in order to get down to the ground floor safely. The landlord presented evidence to indicate that the tenant was the person who unplugged the power. On the same day, the landlord served the tenant with a notice to end tenancy for cause. On March 18, 2009, the tenant moved out of the rental unit.

Analysis

Issue #1 – Whether the landlord is entitled to a monetary order for unpaid rent?

Both parties agreed on the following facts. The tenant moved out on March 18, 2009 and the tenant did not pay rent for the month of March. Based on the above, I find that the landlord has established a claim of \$700.00 in outstanding rent for the month of March.

Issue #2 – Whether the landlord is entitled to monetary order for compensation for loss under the tenancy agreement?

The landlord gave the following evidence with respect to the February 12 incident. The landlord had hired a company to put on a slope metal roof to prevent water leakage into the 15th floor rental units. On February 12, two men were working from a work platform by the 16th floor when the power for the work platform was suddenly cut off. The two men initiated emergency procedures and managed to get down to the ground floor. On the ground floor, they discovered that the plug to the motor that operates the work platform was unplugged. At the same time, the tenant confronted the two men about the noise and vibration of their work and admitted to having unplugged the power. One of the two men, RH was the foreman. RH notified his supervisor, the project engineer, RB, and the police. The police attended the property and investigated the incident. The landlord's assertions as stated above were supported by testimony of RB and RH.

I asked the tenant several times if he unplugged the power to the motor that operates the work platform on February 12. He became evasive and replied that there was no evidence that he did it. Eventually, he denied having unplugged the power that operates the work platform on the day.

RH said that during their confrontation, the tenant had admitted to having unplugged the power. RH added that later, the police informed him that the tenant had also admitted to the police of having unplugged the power. RH also said that he understood the tenant to be living on the 7th floor of the building and that he could identify the tenant if he saw him in person. Based on the above, I find that the tenant did unplug the power to the motor that operates the work platform on February 12. I note that Section 18a of the tenancy agreement states that “In order to promote the safety, welfare, reasonable enjoyment and comfort of other Tenants of the Residential Complex and the Landlord, the Tenant or the Tenant’s invitees or attendees must not cause, or permit any noise or interference, disturb, harass, or annoy another person at the Residential Complex at any time”. Based on the above evidence, I find that the tenant has jeopardized the safety of persons on the property by interfering, disturbing and harassing the two workmen on February 12. Accordingly, I also find that the tenant has failed to comply with a term of the tenancy agreement.

The landlord is claiming for compensation for loss that resulted from the tenant’s failure to comply with a term of the tenancy agreement.

RB gave the following evidence with respect to the events that took place after the tenant had unplugged the power. RB contacted the safety officer in his company as well as Work Safe B.C. He was advised that he needed to stop their work due to safety concerns and that such work cannot resume until an additional person was hired to monitor the power supply on the ground. The

following Monday, February 16, work was resumed with an additional person hired to monitor the power supply on the ground.

The landlord said that due to the delay in completing the work, additional rental charges for the equipments needed for the work were incurred. The landlord submitted an invoice dated February 12 from C3 Integrated Solutions Inc. for rental of swingstage and support equipment, compressor and Airlines for the period from February 12 to February 16 in the amount of \$367.50. Based on the above, I find that the landlord is entitled to compensation for the additional costs incurred in equipment rental due to the tenant's failure to comply with a term of the tenancy agreement. I therefore allow a claim for \$367.50.

The landlord is also claiming for the costs of hiring an additional person to monitor the power supply on the ground for 4 days in the amount of \$2079.00. The landlord did not submit any documentation to support his claim in this regard. As well, I note that work was resumed on February 16 and the rental of the equipment needed for the work was extended to February 16 only. Accordingly, I find that the landlord has proven the costs of hiring an additional person for February 16 only. I therefore allow a claim of \$519.75.

Conclusion

Based on the above, I find that the landlord has established a claim of \$700.00 for unpaid rent and \$887.25 for loss under the tenancy agreement. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$353.40 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1288.85. This order may be filed in the Small Claims Court and enforced as an order of that Court.