

DECISION

Dispute Codes: MND, MNDC, FF

This is a cross applications by the parties. The landlord applied for a monetary order for loss of income, damages and money owed under the tenancy agreement. The tenants applied for a monetary order for compensation for loss under the *Act* and the tenancy agreement.

At the outset of the hearing, the landlord said that he had not completed all of the necessary repairs to the unit and needed more time to prepare for his claim. I therefore dismiss the landlord's application with leave to re-apply. The tenants also withdrew their application for a monetary order for costs related to file searches, registered mail, notarization and photo development for a total amount of \$331.00.

The remaining issue to be considered is whether the tenants are entitled to a monetary order for compensation for loss under the *Act* and the tenancy agreement.

The tenancy began on September 1, 2008. A monthly rent in the amount of \$5200.00 was payable in advance on the first day of each month.

Interruption of Electrical Supply

The tenants said that the landlord had intentionally caused the electrical supply to be restricted from April 9 to 10 and totally eliminated from April 11 to 16. To support their claim, the tenants submitted witness letters, photos, copy of a City of Vancouver police officer business card and City of Vancouver communications. The landlord did not dispute that the electrical supply to the unit was interrupted. He said that during this period, the electrical supply was "on and off". He explained that the tenants had caused damages to the electrical system by playing with the smoke detectors. The landlord also explained that the house is an old building and therefore electrical problem can

happen.

I have accepted the tenants' assertion that the landlord had caused the interruption to the electrical supply for these reasons. The tenants maintained that the smoke detectors repair issue was dealt with in January and the landlord did not dispute the tenants' assertion. Furthermore, the tenants' assertion is supported by ample documentary evidence whereas the landlord submitted no documentary evidence to support his assertion.

Section 27 of the *Residential Tenancy Act* states that a landlord must not terminate or restrict a service if the service is essential to the tenant's use of the rental unit as living accommodation. I find that the supply of electricity to the unit is an essential service. I therefore also find that the landlord has breached Section 27 of the *Act* by restricting and terminating such service to the tenants for the period from April 9 to 16.

Accordingly, I find that the tenants are entitled to compensation for 8 days of rent in the amount of \$1386.64.

Loss of Quiet Enjoyment

The tenants are claiming a loss of quiet enjoyment of their unit for the period from March 25 to April 30. They based their claim on the followings. They could not live at the unit due to the interruption of electrical supply from April 9 to 16. On several occasions, the landlord had entered their unit without giving notice. During the tenancy, the landlord had refused to give them a copy of the tenancy agreement. The landlord had asked them to lie to City of Vancouver officials.

As stated above, I have already awarded compensation to the tenants for their inability to enjoy the unit for the period from April 9 to 16 due to interruption of the electrical supply.

As for the tenants' claim that the landlord had entered their unit without notice, I note the

followings from a chronological statement dated June 12, 2009 submitted by RH, agent for the tenants. On April 2, the landlord had entered the unit to serve the notice to end tenancy. On April 11 and 16, the landlord had entered the lower unit of the house which is not part of the tenancy. The landlord and the tenants had agreed upon a showing of the unit to prospective tenants on April 26. On April 26, the landlord did not bring the prospective tenants. Rather, he asked if he could enter the unit to inspect for damages. The tenants refused and no evidence was adduced to indicate that the landlord had entered the unit. Based on the above, I find insufficient evidence to show that the landlord had entered the unit frequently or without notice.

As for the tenants' assertion that the landlord had refused to give them a copy of the tenancy agreement and requested for them to lie to City of Vancouver officials, I find such actions not to constitute a substantial interference with the ordinary and lawful enjoyment of the unit.

Based on the above, I find insufficient evidence to show that there was a breach of the quiet enjoyment of the unit by the landlord. Accordingly, I dismiss the tenants' claim in this regard.

Conclusion

I find that the tenants have established a claim for \$1386.64 as compensation for loss under the *Act* and the tenancy agreement. The tenants are also entitled to recovery of the \$100.00 filing fee. I grant the tenants an order under section 67 for the balance due of \$1486.64. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 28, 2009.