



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, ERP, PSF

Introduction

This hearing was scheduled to hear the tenant's application for emergency repairs with respect to natural gas. The tenant subsequently amended the application to include a request for compensation, orders the landlord comply with the Act and provide services or facilities required by law. The tenant personally served the landlord with the amended application. Both parties appeared at the hearing. The tenant was permitted the opportunity to fax in the amended application during the hearing and address the issues identified in the amended application.

During the hearing, the parties agreed that the natural gas had since been restored but that the water had been disconnected. The hearing proceeded with respect to compensation for the lack of gas and for emergency repairs with respect to water. The tenant is at liberty to make a subsequent application with respect to compensation for lack of water.

Issues(s) to be Decided

1. Has the tenant established an entitlement to compensation for lack of natural gas, and if so, the amount?
2. Order for emergency repairs.

Background and Evidence

I heard undisputed testimony that natural gas is included in the tenant's rent of \$500.00 per month. Natural gas fuels the tenant's stove and oven and hot water.

The tenant testified that the natural gas was not provided between the dates of July 23, 2009 and August 4, 2009 and that the tenant informed the landlord of the lack of gas on July 25, 2009. The tenant was seeking compensation of \$250.00 plus \$20.00 per day. The tenant claimed she had to go to the Laundromat four times and had to eat cereal or eat at restaurants during those dates. The tenant did not provide any receipts for restaurants or the Laundromat to verify the dates she was unable to cook or do laundry.

The landlord testified that the tenant notified the landlord of the lack of natural gas on August 6, 2009 after which the landlord contacted the property owner and the gas was restored August 10, 2009. The landlord also stated that laundry facilities are not provided in the rental unit or at the property for the tenant to use.

The tenant's advocate argued that the tenant was not informed that she was required to submit receipts and indicated that contacting Terasen gas would verify the dates the gas was disconnected.

The landlord acknowledged the water is currently disconnected but stated the owner is working to have it restored.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

Applicants are informed of their obligation to substantiate their claims with relevant and sufficient evidence in the Fact Sheet provided to applicants when they make an application and on the Notice of Dispute Resolution Hearing. Furthermore, dispute resolution information is available on the Residential Tenancy Office website and by calling the Residential Tenancy Office toll-free telephone line. Therefore, I reject the advocate's argument that the tenant could not have better prepared for this hearing.

I found the landlord's testimony to be sufficiently detailed and credible. I also found the tenant's testimony credible; however, I did not find the tenant very forthcoming and sufficiently detailed information had to be requested from the tenant on more than one occasion during the hearing. Although the tenant stated she had to eat cereal and at restaurants during the period without gas, I was not provided documentation that would substantiate these claims during the dates the tenant claimed to be without gas. As the tenant has burden of proof, I find the tenant failed to satisfy me that the tenant notified the landlord of the lack of gas on July 25, 2009 as the tenant claimed. Since the landlord acknowledged the tenant was without gas until August 10, 2009 and I heard the landlord was made aware of this by the tenant on August 6, 2009, I grant the tenant's request for compensation of \$20.00 per day. In the absence of receipts to show actual damages or loss for a greater amount, I find the request for \$20.00 per day to be a reasonable request in comparison to the monthly rent. Therefore, the landlord



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is ORDERED to pay the tenant \$80.00 on or before August 31, 2009 and I provide a Monetary Order to the tenant to serve upon the landlord and enforce in Small Claims court if the landlord does not pay the tenant.

As I have heard the water has been disconnected and water is a service that is essential to using the rental unit as living accommodation, I ORDER the landlord to restore water supply to the rental unit immediately. An ORDER accompanies this decision for both parties.

Conclusion

The landlord is ordered to pay the tenant \$80.00 for the lack of natural gas for the period of August 6, 2009 through August 10, 2009 and the tenant's request for compensation for lack of gas before this period is dismissed without leave to reapply.

The landlord is ordered to restore water supply to the rental unit immediately.

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

Dated: August 19, 2009.

Dispute Resolution Officer