



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for compensation for damages or loss under the Act or tenancy agreement.

Issues(s) to be Decided

The issue to be decided is whether the tenant is entitled to monetary compensation for loss or damages, pursuant to Sections 27, 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began between 1 and 2 years ago for a current monthly rent of \$650.00 per month due on the 1st of the month, no security deposit was paid.

The landlord submitted into evidence a written explanation of the events that led to a power failure at the rental unit that lasted for 9 days. A vehicle driving by pulled down a power pole and cut off power to several addresses in the immediate vicinity.

From the tenant's testimony the hydro had been restored to the other addresses within 24 hours but because there were additional requirements to bring the electrical service up to current municipal and hydro requirements.

The landlord has confirmed there were additional requirements in both her written evidence and verbal testimony.

The tenant has requested \$500.00 in compensation, testifying that the figure was determined by considering lost food (approximately \$300.00) and loss of full use of the rental unit due to the absence of electricity for the 9 days (\$200.00). The tenant provided a list of food in his fridge at the time.

Prior to the filing of the Application for Dispute Resolution, the landlord had offered the tenant \$100.00 in compensation and during the hearing I offered the parties an opportunity to settle the matter. A settlement was not reached by the parties.

Analysis

In order for an applicant to be entitled to compensation for damage or loss under the Act, the applicant must show:

1. That a loss or damage exists;
2. The loss or damage results from a violation of the Act;
3. The value of the damage or loss
4. Steps taken, if any, to mitigate any loss.

Section 27 of the *Act* states a landlord must not terminate or restrict a service or facility if the service is essential to the tenant's use of the rental unit as living accommodation. While the events that lead to the temporary termination of electricity were not the fault of the landlord, I find that Section 27 does not apply to this case.

Section 32 states a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. I find the landlord had failed to ensure that she was compliant with Section 32 during the period when the electrical upgrades were being made.

I find it reasonable that the tenant would have suffered a loss of food from his fridge as a result of the events; however the tenant has failed to provide any confirmation of the value of the food lost.

I also find it reasonable that the value of the tenancy was decreased by the lack of electricity for the 9 days. I do not find that the value of that decrease would be the full value of the per diem rate for the rental, as the tenant did not vacate the premises during the period.

Conclusion

As a result of the above, I find the tenant is entitled to compensation in the amount of \$250.00 comprised of \$150.00 for loss of food and \$100.00 in compensation for depreciation of the value of the tenancy for the 9 day period. The tenant may deduct this amount from the next month's rent due to the landlord, pursuant to Section 72(2)(a) of the *Act*.

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: January 20, 2010.

Dispute Resolution Officer