



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the Tenants for compensation for damage or loss under the Act and the recovery of the filing fee from the landlord.

The Tenants said they served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 13, 2010. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

A previous dispute resolution hearing was heard on April 9, 2010 in which a mutual agreement was agreed to. That agreement was to have the parties and their electricians meet to determine the source of the electrical problem and then resolve the matter. This meeting did not happen and the Tenants reapplied to resolve this dispute.

Issues(s) to be Decided

1. Are there damages or loss to the Tenants and if so how much?
2. Are the Tenants entitled to compensation and if so how much?

Background and Evidence

This tenancy started in July 2001, as a month to month tenancy. Rent is \$506.44 per month payable in advance of the 1st day of each month. There are no rent arrears.

The Tenant said they had an electrical problem at their home on March 12, 2010, which caused a fire and damaged the electrical components and appliances in their home. They called the Landlord for emergency repairs and the Landlord sent an electrician to the Tenants’ home the next day. The electrician told the Tenants that the problem was inside their home and they would have to repair it. The Tenants said they called their own electrician who diagnosed the electrical problem to the power pole and he said the power pole was the Landlord’s responsibility. The Tenants’ provided their electrician as a witness S.S. and he said he tested the entire house and he said he was 100% sure the problem was a damaged neutral wire on the power pole. The Tenant said they contacted BC Hydro about the problem and Hydro sent a repair man out to determine

the problem. The Tenant said the repair man said the problem was a faulty neutral wire on the power pole. The Witness S.S. said he contacted BC Hydro as well and he was told the problem was a faulty neutral wire on the pole.

The Tenant continued to say that because of the electrical problem they have made a claim for costs they have incurred because of the electrical issue at their home. The Tenants said they are making the claim because the electrical problem was on the power pole which is the Landlord's responsibility and it took the Landlord until April 11, 2010, to complete the repairs. The Tenants said their claim is for one month rent of \$409.74 as they were not able to live in the house without power. The electrician's bill of \$2,047.50 to diagnose the problem and for his time to try to help resolve the issues between the Tenants and the Landlord. The Tenants continued to say they had additional costs of \$127.85 in services that they lost because they were not in their home. These services included cable TV, telephone, the security system and the internet. In addition the Tenants had additional costs on their cell phone bill in the amount of \$151.80 because they did not have the use of their land line telephone. The additional cell phone costs were calculated by comparing the time period of March 12, 2010, to April 11, 2010 to the previous months bills. As well, the Tenant said they have applied to recover the filing fee of \$50.00 for this proceeding. The Tenants said their total claim is for \$2,786.89.

In addition the Tenants said they made a claim to their insurance company for the replacement and repair of their electronic components and appliances to reduce any potential costs for replacement or repair of the components and appliances to the Landlord. The Tenant said if the Landlord is found to be responsible for the electrical problem then the Landlord may have been responsible for their belongings. The Tenant said their insurance claim was for \$8,331.31 and the claim was paid.

The Landlord provide a Witness J. P. who said the Landlord's electrician said the problem was not on the power pole; it was in the mobile home; therefore he did not believe the Landlord was responsible for the damage or loss. The Landlord continued to say that the Tenants' electrician's bill is for work done in the home and therefore should not be included in the claim as it is the Tenant's responsibility for work done in the home. The Landlord said they understand the additional costs of \$127.85 and they understand the extra cell phone costs, but they do not agree with them. The Landlord continued to say that they strongly disagree with the claim for 1 month rent of \$409.74 as the Tenants still rented the site and the Landlord provided a Witness the Park Manager who said the Tenants lived in the mobile home during the period from March 12, 2010 to April 11, 2010.

The Tenants said that the Park Manger was wrong as they lived at Mr. and Mrs. M. D's home for the period of March 28, 2010 to April 15, 2010. Mr. M.D. gave testimony that

the Tenants stayed at his home for approximately 3 weeks and the Witness S.S. said the Tenants did not live in the unit for some of the time during March 28, 2010 to April 15, 2010.

Analysis

Section 26 (1) (a) says a landlord must provide and maintain the manufactured home park in a reasonable state of repairs and comply with housing, health and safety standards required by law.

There was contradictory evidence and testimony regarding the source of the electrical problem. The Landlord said his electrician said the problem was in the mobile home not on the power pole and the Tenants electrician testified that the problem was not in the mobile home, but was on the power pole and he had spoke with BC Hydro and they said the problem was on the power pole as well. The Tenant also said they had spoken with the BC Hydro repairman at the site and he told them the problem was on the power pole. The Tenants continued to say that the Landlord fixed the neutral cable on the power pole and the problem of surging electricity has not reoccurred. Consequently I accept the Tenants' testimony and I find that the electrical problem was on the power pole not in the mobile home and it was the responsibility of the Landlord.

In addition I find that the Tenants have established damages and loss to themselves in the amount of \$2,786.89. They have provided receipts and an invoice for each cost that they have incurred. There was contradictory testimony given whether the Tenants lost the use of their home from March 12, 2010 to April 11, 2010. I accept the Tenants' Witnesses' testimony that the Tenants did not live in the unit between March 12, 2010 and April 11, 2010 and I find for the Tenant. The Tenants lost the use of their home during the time the electrical problem existed and I award the Tenants 1 month rent of \$409.74.

In addition, as the Tenants electrical bill is directly related to the problem on the power pole, I find the Landlord is responsible for the electrical costs the Tenants incurred, in the amount of \$2,047.50 including the electrician's time billed for diagnoses and consulting in resolving the problem.

I also find for the Tenants for the additional costs of \$127.85 and the additional cell phone costs of \$151.80 incurred by the Tenant as a result of losing the use of their home.

As the Tenant has been successful in this matter, they will receive a monetary order for the sum of \$2,736.89 for damages and loss during the period of March 12, to April 11,



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2010 and the \$50.00 filing fee for this proceeding. The total amount of the monetary order is \$2,786.89.

Conclusion

A Monetary Order in the amount of \$2,786.89 has been issued to the Tenant. A copy of the Orders must be served on the Landlord: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.
