



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, MNDC, MNR, RP

### Introduction

These hearings dealt with the Tenant's Application for Dispute Resolution, seeking an order for the Landlord to make emergency repairs for health or safety reasons and an order to make other repairs, a monetary order for the Tenant's cost of emergency repairs and for his losses under the Act or tenancy agreement, and to recover the filing fee for the Application.

The Tenant and his legal counsel appeared at the first hearing. The Tenant had served the Landlord at the records office of the Landlord but had not served the Landlord's Agent, with whom the Tenant had dealt with in this tenancy. The Tenant explained that the electrical power to the rental site where his manufactured home was located had been cut off. I made an interim order for the Landlord to restore electrical service to the rental site immediately, that the Tenant was to pay all site rent, and that the matter was adjourned in order that the Landlord's Agent may be served.

At the second hearing, the Agent for the Landlord appeared and requested an adjournment as the Landlord personally requested to attend the hearing, but was unavailable before a certain date. With the consent of the Agent, the Tenant and his legal counsel, the hearing was adjourned to April 16, 2012.

On April 16, 2012, the Landlord did not personally appear, however, the Landlord's Agent attended and the hearing proceeded. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that the electrical service had been restored to the rental site by the time of the second hearing, and therefore, the Tenant no longer requires orders for the Landlord to make emergency or other repairs to the electrical service to the site.

Issue(s) to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

Background and Evidence

This tenancy began on or about December 11, 2010, with the parties entering into a written tenancy agreement. A term of the tenancy agreement was that the Landlord was to supply electricity to the rental site.

The Tenant testified that on November 11, 2011, he was watching TV in his manufactured home, when suddenly the lights went very bright, then dimmed and then went off. The Tenant testified that smoke came out of his TV. The Tenant went and shut an electrical breaker off. He testified that there was no emergency contact number provided by the Landlord. Furthermore, because it was a long weekend he could not contact the Agent for the Landlord and he could not locate anyone to come and assess the situation.

On or about November 15, 2011, the Tenant had an electrician attend to assess the problem. The electrician performed a series of tests and investigations and traced the electrical problem back to the meter shack at the park. The electrician ascertained that there was a problem with the neutral wiring and this caused 220 voltage rather than 110 to enter the Tenant's home 110 electrical circuits.

The electrician spoke with the Agent for the Landlord during this time, as recorded in the electrician's invoice. The Agent for the Landlord told the electrician and the Tenant to stop making repairs or doing any further work, as the Agent did not know who would pay for the work.

The Tenant's home was without electricity, which also caused a loss of heat. The Tenant testified that he could not live in the trailer during this time. He had to find alternate accommodation.

Over the next few weeks the Tenant spoke with the Agent for the Landlord on several occasions. The Agent explained to the Tenant that the Landlord had been contacted and the Landlord was getting quotes.

As of the first hearing in this matter, March 1, 2012, the electricity still had not been restored. As described above, an interim order was made for the power to be restored.

The Tenant testified that the power was restored to the site on March 5, 2012.

The Tenant testified that the electrical problem caused a high voltage surge which damaged many of his electrical appliances and his furnace in the rental unit.

Furthermore, due to the lack of heat, some water pipes burst in the manufactured home. The Tenant testified he had tried to drain all the water out of these after the power went off, however, some still burst due to the lack of heat.

Initially the Tenant stayed in a hotel but determined this was too expensive. He found accommodation at a rate of \$75.00 per day.

The Tenant claims \$1,383.98 for the cost of the electrician, \$572.99 for the repairs to the water lines, \$445.48 for the replacement of his TV, \$225.16 for the replacement of his phone, microwave oven and slow cooker, \$288.47 for the repair of the furnace, \$172.48 for two nights in hotels, \$2,550.00 for temporary accommodation, and \$100.00 to recover the filing fee for the Application, for a total claim of **\$5,738.56**.

The Agent for the Landlord testified that unfortunately, it was hard to contact the Landlord in this matter. The Agent testified that the Landlord did hire a professional electrical company to make the repairs, and agreed these were completed by March 5, 2012.

The Agent for the Landlord questioned the Tenant wanting the Landlord to pay for his temporary accommodation, when it included meals. The Tenant replied the amount he claims for accommodation was quoted without meals.

In support of his claims, the Tenant has provided invoices, receipts, correspondence and the tenancy agreement.

The Agent for the Landlord acknowledged receipt of the Tenant's evidence and testified it had been forwarded to the Landlord.

The Landlord did not submit any documentary evidence.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Landlord has breached the Act and tenancy agreement by failing to provide electricity to the rental site.

I also note that under section 27 of the Act, the Landlord is required to post and maintain in a conspicuous place in the park the name and telephone number of a person to contact for emergency repairs. There is no evidence the Landlord has done this.

**Therefore, I order that the Landlord is to immediately comply with section 27 of the Act and post emergency contact information in a conspicuous place in the park.**

I accept the evidence before me that there was no electrical service to the site from November 11, 2011, until March 5, 2012, a period of over 100 days. I find this is an unconscionable delay on behalf of the Landlord to restore an essential service to the site.

I find that because of this unusually long delay to make the emergency repairs, the Tenant was required to find alternate accommodations, and the Landlord is responsible for compensating the Tenant for this.

I accept the uncontradicted evidence that the surge in the electricity supplied to the site on November 11, 2011, was due to a problem with the infrastructure in the Landlord's manufactured home park, which damaged the Tenant's personal property.

Section 67 of the Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Tenant has suffered losses due to the Landlord not complying with the Act or the tenancy agreement.

I find the Tenant has established a total claim of **\$5,738.56**, comprised of \$1,383.98 for the cost of the electrician, \$572.99 for the repairs to the water lines, \$445.48 for the replacement of his TV, \$225.16 for the replacement of his phone, microwave oven and slow cooker, \$288.47 for the repair of the furnace, \$172.48 for two nights in hotels,

\$2,550.00 for temporary accommodation, and \$100.00 to recover the filing fee for the Application.

I grant and issue a monetary order in those terms, which must be served on the Landlord. This order may be enforced in the Provincial Court.

This decision is final and binding on the parties, except as provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: April 25, 2012.

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Residential Tenancy Branch