



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, OLC

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and an order instructing the landlord to comply with the Act, Regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The parties signed a written residential tenancy agreement on April 27, 2012, pursuant to which monthly rent of \$760.00 was due and payable in advance on the first day of each month.

On August 2, 2012 the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent. Thereafter, by way of a direct request application (file #797013), an order of possession and a monetary order for unpaid rent were issued in favour of the landlord by date of August 27, 2012. Subsequently, the tenant vacated the unit on or about August 31, 2012.

The tenant testified that when she returned home from work on August 3, 2012, the power supply to her unit was shut off. The tenant stated her suspicion which is that her unit was targeted by the landlord for the termination of power. As it was late, she did not undertake to contact the resident building manager about the matter until the next day, August 4, 2012. The resident building manager denied that the tenant's unit had intentionally singled out for the termination of power. On the contrary, the resident building manager testified that the tenant's unit was 1 of 3 units which had been affected by a power surge. Once notified of the problem, the resident building manager contacted her cleaner who accessed breaker switches in the building and restored

power to the affected units by the late afternoon of August 4, 2012. Subsequently, an electrician was called in to conduct an inspection.

Between the time when power to her unit was terminated until the time when it was restored, the tenant claims that food in her refrigerator “went bad.” While she described some of the food stuffs allegedly lost, she submitted no receipts in support of her claim of total loss in the amount of \$250.00.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 1 of the Act defines “service or facility” in part, as follows:

“**service or facility**” includes any of the following that are provided or agreed to be provided by the landlord to the tenant of a rental unit:

(b) utilities and related services;

Residential Tenancy Policy Guideline # 22 speaks to “Termination or Restriction of a Service or Facility,” and provides in part as follows:

Where there is a termination or restriction of a service or facility for quite some time, through no fault of the landlord or tenant, an arbitrator may find there has been a breach of contract and award a reduction in rent.

Based on the documentary evidence and testimony, I find that power to the unit was provided as a service (utility) pursuant to the residential tenancy agreement. I further find that through no apparent fault of the landlord or tenant, power was terminated for a period of time between August 3 and 4, 2012. The precise duration of the power outage is unknown. Finally, in the absence of a detailed inventory of foods allegedly “gone bad” in her refrigerator, and in the absence of any receipts, I find on a balance of probabilities that the tenant has established entitlement to compensation for loss limited to \$50.00. As the tenant no longer resides in the unit, an award of reduction in rent is not possible. Accordingly, I hereby issue a monetary order in favour of the tenant.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$50.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

The tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement is hereby dismissed.

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: September 25, 2012.

Residential Tenancy Branch