



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OLC, ERP, PSF, RR, MNDC

Introduction

This Hearing dealt with the Tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; for an Order that the Landlord comply with the Act, regulation or tenancy agreement; for compensation for damage or loss under the Act, regulation or tenancy agreement; for an Order that the landlord make emergency repairs to the rental unit; for an Order that the Landlord provide services or facilities required by law; and for an Order allowing the Tenant to reduce rent for repairs, services of facilities agreed upon but not provided.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Tenant served the Landlords with the Notice of Hearing documents by handing the documents to the Landlord's agent on September 20, 2012.

Neither party provided any documentary evidence to the Residential Tenancy Branch or to each other.

Preliminary Matters

At the outset of the Hearing the Tenant stated that he and the Landlord have a mutual agreement to end the tenancy effective December 1, 2012. The Landlord's agent stated that the parties agreed that the tenancy would end at 1:00 p.m., November 30, 2012. As neither party provided a copy of the mutual end of tenancy agreement, I made no finding with respect to the date that the tenancy ends.

The Tenant stated that the only issue he wanted to deal with at the Hearing is his claim for compensation for damage or loss. Therefore, the remainder of the Tenant's application was dismissed as withdrawn and the Hearing continued with respect to the Tenant's application for damage or loss.

Issue to be Decided

Is the Tenant entitled to a monetary award in the amount of \$350.00 in compensation for being without power for 10 days?

Background and Evidence

The parties were in agreement to the following facts:

- Monthly rent is \$900.00, due on the first day of each month.
- The Tenant was without power for 10 days in September, 2012.

The Tenant stated that the Landlord deliberately cut his power off when the Tenant's mother did not pay her portion of the rent in August, 2012. The Landlord's agent stated that the lack of power was not caused by the Landlord. He stated that several rental units in the rental property were also without power for 10 days through no fault of the Landlord's. The Landlord's agent did not provide an explanation for how or why this occurred.

The Tenant estimated that he had approximately \$350.00 worth of food in his fridge and freezer that was spoiled because of the power outage.

Analysis

I find that the Tenant provided insufficient evidence that the Landlord intentionally cut off power to the rental unit, or that the Tenant lost \$350.00 worth of groceries as a result of being without power for 10 days. However, a landlord has a responsibility under Section 32 of the Act to provide and maintain a rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law. In this situation, I find that the Landlord did not comply with Section 32 of the Act.

Based on the oral testimony of both parties, I find that the Tenant was without power for 10 days as a result of the Landlord's failure to comply with Section 32 of the Act and that the value of his tenancy was considerably diminished as a result. Therefore, I award the Tenant compensation in the amount of \$150.00, calculated as follows:

$$\begin{aligned} \$900.00/30 \text{ days} &= \$30.00 \text{ a day rent} \\ (\$30.00 \times 50\%) \times 10 \text{ days} &= \mathbf{\$150.00} \end{aligned}$$

Conclusion

The Tenant is hereby provided a monetary Order in the amount of **\$150.00** for service

upon the Landlord. This Order may be filed in the Provincial Court of British Columbia and enforced as an Order of the Court.

The Tenant's application to cancel the Notice to End Tenancy; for Orders that the Landlord comply with the Act and make repairs; and for a rent reduction are dismissed as withdrawn.

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: October 31, 2012.

Residential Tenancy Branch