



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MDC, MNSD, OLC, ERP, RP, PSF, LRE, LAT, AS, RR, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant requested compensation for the cost of emergency repairs, damage or loss under the Act, return of the deposit, Orders the landlord comply with the Act, make emergency repairs, make repairs to the unit; provide services or facilities required by law, that conditions be set on the landlord's right to enter the unit, that the tenant be allowed to change the lock to his unit, that the tenant be allowed to reduce rent for repairs, services or facilities agreed upon but not provided, to recover the filing fee and to obtain a fee for moving.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony; to make submissions during the hearing and at the conclusion of the hearing they were given an opportunity to make final comments before the hearing was ended.

Preliminary Matters

At the start of the hearing the tenant repeatedly refused to allow an explanation of the hearing process to proceed. When asked to stop speaking the tenant accused the arbitrator of interrupting him; the tenant was reminded that he was not running the hearing; that the hearing would proceed as directed by the arbitrator. The tenant accused the arbitrator of having come to a conclusion despite any submission he would make. The tenant was continually told to stop speaking so that review of the application could be completed and the claim established.

English is not the tenant's first language, although the tenant was able to communicate sufficiently in English.

The tenant confirmed that he was claiming compensation in a sum of up to \$1,800.00; the he wanted December 2012 rent returned and that he wanted rent abatement for all rent that would be owed in January and February 2013. No detailed calculation of the monetary claim was provided.

The tenant said that he has received return of the deposit paid; he has not vacated the rental unit.

The tenant submitted a 1 page, hand-written note as evidence; the landlord confirmed receipt of that evidence.

The tenant applied for return of a fee that he has not paid.

Issue(s) to be Decided

Is the tenant entitled to compensation for the cost of emergency repairs?

Is the tenant entitled to compensation for damage or loss in the sum up to \$1,800.00?

Must the landlord be Ordered to comply with the act?

Must the landlord be Ordered to make emergency repairs and repairs to the rental unit?

Must the landlord be Ordered to provide services or facilities required by law?

Should conditions be set on the landlord's right to enter the unit and should the tenant be allowed to change the locks to the unit?

Is the tenant entitled to rent abatement?

Background and Evidence

The tenancy commenced on June 1, 2012, rent is \$300.00 per month, due on the first day of each month. The tenant rents one of 3 bedrooms in a home; the bathroom and kitchen are shared with other tenants. The tenant had paid a deposit; that has been returned to the tenant.

The tenant did not supply any evidence of emergency repairs he has completed.

The tenant said that he wants all of the rent paid returned to him. The tenant also requested compensation for full rent abatement for January and February 2013.

The tenant testified that multiple times each day the electrical breaker trips and that the electrical service is insufficient; the tenant attempts to run a heater. As a result of the electrical system overloading the tenant's computer has been damaged. The tenant's light bulbs burn out frequently.

The tenant mentioned that a window in his room gets frosty.

The tenant said that his room does have a lock, but he would like to change the lock in case the landlord's agent should attempt to enter; would provide him with personal security.

The tenant said he has been harassed, that someone is taking his food from the fridge and that someone put a finger in his corned beef.

The tenant could not provide any dates when he has talked with the landlord about problems in the unit.

The landlord said that the tenant's room has one power outlet and that the tenant insists on plugging too many items into that outlet, which results in the electrical breaker switching off.

The landlord confirmed that the tenant is able to lock his door and said that the tenant's claims are absurd. The landlord said that the tenant is disturbing others and repeatedly calling the police.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of any evidence in support of the cost of emergency repairs, I find that portion of the claim is dismissed.

In the absence of any evidence that the landlord is breaching the Act, I find that the request for Orders is dismissed. The tenant confirmed that he has a lock on his door and has no evidence that anyone is entering his room.

There was no evidence before me that the repair was required to the window or that tenant should be entitled to change the lock to his room. The tenant confirmed that his has no evidence of entry being made to his room.

In relation to the issue of electrical problems the tenant said he tries to run an electrical heater in his room and a computer. As the landlord submitted the tenant is causing the breakers to trip due to overloading of the system, I find that investigation of the electrical problem would be reasonable.

Therefore, I Order the landlord to:

- have a licenced electrician inspect the electrical system connected to the rental unit to ensure that there are not problems with the system. The inspection should result in written instructions to the landlord and to the tenant outlining any necessary repairs and/or limiting the number of appliances that may be used by the tenant.

The landlord should have this inspection completed within a reasonable period of time and, once completed, the tenant should be given a copy of any written instructions provided to the landlord by the electrician. Any necessary repair should be completed in accordance with the instruction of the electrician; the tenant is to obey any instructions given in relation to the number of electrical appliances that may be safely used in his room. This Order is made, pursuant to section 62(3) of the Act, taking into consideration the overall safety of the residential property.

As the tenant has not proven, on the balance of probabilities, any loss I find that his monetary claim is dismissed.

As the tenant has not suffered a loss, I dismiss the claim requesting rent abatement.

Conclusion

The landlord is Ordered to have the electrical service inspected, as outline in the analysis section of this decision.

The balance of the application is dismissed.

This decision is final and binding on the parties, unless otherwise 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 *Residential Tenancy Act*.

Dated: December 06, 2012.

Residential Tenancy Branch