



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNR, RR

Introduction

This hearing was convened in response to an application filed by the tenant seeking:

1. To dispute an additional rent increase;
2. To cancel a Notice to End Tenancy given for unpaid rent;
3. A monetary Order in the sum of \$2,650.00; and
4. To allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared at the hearing of this matter although the landlord disconnected from the conference call hearing part way through the proceedings.

The parties gave evidence under oath.

Issue(s) to be Decided

Has the tenant met the burden of proving her claims?

Background and Evidence

The tenant says she was served with a 10 day Notice to End Tenancy for unpaid rent which was posted to her door on May 12, 2013. The tenant says that when this tenancy began on April 15, 2012 her rent was fixed at \$1,100.00 per month payable in advance on the first of each month. Two months into the tenancy, on June 1, 2012, the tenant says the landlord raised her rent to \$1,200.00. The tenant says she has paid \$1,200.00 per month from June 1, 2012 up to and including April 1, 2013. To recoup the overpayment the tenant says that on May 1, 2013 she paid \$650.00 towards her rent and on June 1, 2013 she paid nothing.

The tenant testified that on May 8, 2013 the landlord tore the meter from the rental unit as a result of which she has had no power and she remains without power to date. The tenant is claiming \$400.00 for the loss of the food contained in her fridge and freezer. The tenant is also claiming \$50.00 per day in costs for her son and herself to eat out (42 days x \$50.00 \$2,100.00).

Finally the tenant claims \$150.00 for the loss of cable and internet services which were to be included in her rent which were cut off by the landlord.

The landlord testified that the tenant's rent was \$1,150.00 per month plus utilities and she offered to pay \$50.00 more per month because she had so many people coming and going and she was doing a great deal of laundry. The landlord says he accepted the \$50.00 increase she offered and this was why her rent went from \$1,150.00 to \$1,200.00 per month.

The landlord testified that the tenant did not pay all her rent in April or any rent at all on May 1, 2013 so he issued a 10 day Notice to End Tenancy on May 11, 2013 seeking \$1,500.00 being \$1,200.00 for May and arrears from April of \$300.00. The landlord testified that he was attending this hearing to claim the security deposit. The landlord submitted that the tenant can't pay the rent because "...she is on f...ing welfare..." the landlord then disconnected from the call and did not return to the conference call hearing.

The tenant says she is now vacating the rental unit because of the landlord's abuse and because of the stress.

Analysis

The tenant testified that she is vacating the rental unit. As this tenancy is ending, the tenant's application seeking to cancel the notice to end tenancy is dismissed.

With respect to the tenant's application to reduce her rent for repairs, services or facilities agreed upon but not provided, as this tenancy is ending this application is no longer relevant and it is dismissed.

With respect to the tenant's claim to dispute an additional rent increase the parties disagreed as to the events surrounding the rent increase. As the tenant has brought this claim she bears the burden of proving it. When one party has one version of events and another party has an equally probable version of events the party bringing the claim, in this case the tenant, must bring further evidence to support her version of

events or else her claim fails. The tenant has provided insufficient documentation, such as a Notice of Rent Increase, to who it was the landlord who raised the rent without such a notice it is reasonable and probable to conclude that either the tenant voluntarily offered an extra sum to cover additional costs for additional occupants or that she agreed to pay an extra sum. In any event, I find that the tenant has failed to bring sufficient evidence to meet the burden required to dispute the additional rent increase.

With respect to the tenant's claim for \$2,650.00 I have only the undisputed testimony of the tenant. The tenant's testimony may have been left undisputed because the landlord disconnected from the conference call hearing, yet I am unable to determine whether the disconnection was deliberate or by accident. However, given the landlord's outburst at the hearing, I find that it is reasonable and probable to conclude that he is capable of volatility and he likely disconnected himself from the call. If there was some malfunction with the conference call system which resulted in the landlord's disconnection from the call, then the landlord has the option of bringing evidence to support his on review. In any event, I am left to make findings without his testimony and given his outburst I find it is reasonable and probable to conclude that his volatility allows him to lose his temper such that he could damage a meter rendering the rental unit without electricity as described by the tenant. As a result I will accept the tenant's testimony that she was forced to live without power from May 8 to date and I find that the tenant is entitled to some compensation. However, the tenant has failed to supply documentary evidence to support the sums claimed. I will award her \$400.00 for her loss which is an arbitrary sum but awards do not have to be exacting and this is a reasonable sum, I believe, to compensate her for her loss.

Conclusion

The tenant is provided with a monetary Order in the sum of \$400.00. This is a final and binding Order enforceable as any Order of the Provincial 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*.

Dated: June 12, 2013

Residential Tenancy Branch

