



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not attend the Hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started in October 2011 and ended on November 24, 2012. Rent of \$750.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$300.00 for a security deposit and this amount was returned to the Tenant at the end of the tenancy.

The Tenant ended the tenancy as the Landlord disconnected the lights, heat and water to the unit on November 10, 2012 and refused to reconnect these utilities. The Landlord

reimbursed the Tenant \$550.00 for the rent paid for November 2013. The Tenant sets out costs claimed for several items in “details of monetary order request” attached to the application. The Tenant claims rental costs from November 11, 2012 to January 10, 2013. The Tenant had to redirect her mail and claims this cost.

The Tenant worked out of the rental unit as a web designer. Cable TV and internet services were not a part of the tenancy agreement. As a result of the loss of the utilities, the Tenant was unable to remain in the unit, could not access her internet and landline and incurred costs for cell phone use and wireless internet connection. The Tenant also lost use of cable TV. The Tenant claims the cost of the wireless usage and the loss of cable.

The Tenant had to move out of the unit with little preparation and as a result was unable to organize free help to move her belongings. The Tenant claims moving costs.

The Tenant’s gym was located near the rental unit and as a result of having to relocate further away from the gym the Tenant claims the costs of this membership for the period November 2012 to January 2012 as well as the gym cancellation fee. The Tenant states that the gym membership costs for November 2012 amounted to \$44.80.

The Tenant experienced significant stress as a result of the Landlord’s actions in disconnecting her utilities and claims the cost of medications.

As a result of the power being disconnect, the Tenant lost food that was in the fridge and freezer and claims costs for this loss.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that

the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Tenant, I find that the Landlord did not comply with the tenancy agreement by disconnecting the utilities to the rental unit. I also find that this caused the Tenant to have lost the use and enjoyment of the rental unit and utilities for the period November 10 to November 24, 2012. As the Tenant was reimbursed the rent paid for this period, I dismiss the Tenant's claims for accommodation costs between November 10 and November 25, 2013. As the tenancy ended on November 24, 2013, I dismiss the Tenant's claims for accommodation costs after this date.

As the Tenant lost use of the land line and internet for work due to the actions of the Landlord, I find that the Tenant has substantiated an entitlement to **\$67.64** for the cost of a wireless adaptor and **\$17.64** for the additional cell phone costs. As the Tenant lost personal use of the cable TV, internet and land line paid for by the Tenant, I find that the Tenant has substantiated the **\$57.74** claimed. Accepting that the Tenant had to move without advance planning and incurred costs that may not have otherwise been incurred, I find that the Tenant has substantiated the moving costs of **\$330.96** and **\$184.80** and the mail redirection costs of **\$50.40**. Accepting the Tenant's undisputed evidence that the food in the fridge and freezer was spoiled as a result of the actions of the Landlord, I find that the Tenant has substantiated the reasonable cost claimed of **\$50.00**. Accepting that the Tenant was unable to access the gym due to the Tenant's inability to have use of the rental unit, I find that the Tenant is entitled to reimbursement of the amount paid for November 2013 in the amount of **\$44.80**. I dismiss the remaining costs claimed including the gym membership costs as the Tenant has not substantiated that the Landlord did anything after the end of the tenancy to cause this loss. I note that in making the above monetary awards, I refer to the receipts provided and described by the Tenant.

Accepting that the loss of use of the rental unit caused stress to the Tenant but noting that the Tenant did not supply any supporting medical documentation in relation to the medication costs claimed, I dismiss the Tenant's claim for compensation for the stress medication. As the Tenant has been substantially successful with its claim, I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$853.98**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$853.98**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 25, 2013

Residential Tenancy Branch