



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the filing fee from the Landlord for the cost of filing this application.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the correct spelling of the Landlord's name.

Issue(s) to be Decided

Is the Tenant is entitled to compensation for a deficiency with the electricity in the rental unit?

Background and Evidence

The Tenant stated that a circuit breaker malfunctioned on March 12, 2013; that she could not report it to the Landlord until later in the month, as the Landlord was out of town; that she believes she reported it on March 22, 2013; that she personally reported it to the Landlord; that it was repaired on May 17, 2013; and that the rental unit was not inspected by the Landlord on March 22, 2013 or March 23, 2013.

The Tenant stated that between March 12, 2013 and May 17, 2013 none of the electrical outlets in one of the bedrooms worked; that neither the lights nor the electrical

outlets in the den/computer room worked; that the light in her storage area did not work; that one electrical outlet in the living room did not work; and that the doorbell did not work.

The Landlord stated that her sister discovered an electrical problem in the laundry room when they returned home from holidays on March 23, 2013 and that it was repaired on April 05, 2013 by her brother-in-law. The Landlord initially stated that the Tenant never reported the problem; that she was aware that one electrical outlet in the living room was not working; and that she checked all the other outlets and lights in the rental unit on March 23, 2013 and determined they were working. When she was asked why she would have checked the outlets and lights in the rental unit on March 23, 2013 if the Tenant did not report a problem, she stated that Tenant told her sister that the electrical outlet in the living room was not working. When she was asked why she would have checked all the outlets in the rental unit on March 23, 2013 if the Tenant only reported a problem with one outlet, she stated that the Tenant told her that one outlet in the living room and the outlets in one bedroom did not work, but she never reported that the lights did not work. When she was asked why she would have checked the lights in the rental unit on March 23, 2013 if the Tenant did not report a problem with the lights, she stated that she did not check the lights. She subsequently stated that she checked the light in the storage room and it was working.

The Witness for the Tenant stated that she is friends with the Tenant; that she has visited the Tenant in her rental unit; that the lights did not work in one or two of the bedrooms; that the outlets did not work in the computer room and one bedroom; and that the door bell did not work. She did not recall if the light in the storage room worked nor did she recall when she noticed these deficiencies, although she is certain it was sometime in 2013.

The Tenant submitted a letter as evidence, dated April 23, 2013, in which she asked the Landlord to repair the circuit breaker and outlined the deficiencies with the electricity. She stated that she posted this letter on the door of the Landlord's residence on April 23, 2013 and she submitted a photograph of the letter posted on a door.

The Landlord stated that she did not receive this letter until she was served with evidence for these proceedings.

The Tenant stated that she based her claim of \$600.00 on the fact that the Landlord increased the rent from \$1,250.00 to \$1,500.00 after her cousin moved into her spare bedroom. She concluded that if the use of the spare bedroom increased the value of the tenancy by \$250.00 per month, the absence of electricity in several rooms must decrease the value of the tenancy by \$300.00 per month.

Analysis

I favour the testimony of the Tenant, who stated that none of the electrical outlets in one of the bedrooms worked; that neither the lights nor the electrical outlets in the

den/computer room worked; that the light in her storage area did not work; that one electrical outlet in the living room did not work; and that the doorbell did not work for a period of time over the testimony of the Landlord, who stated that she checked all the electrical outlets and determined one in the living room was not working. I favoured the testimony of the Tenant over the testimony of the Landlord in this regard, in part, because the Tenant's testimony was direct and forthright, while the Landlord's testimony was inconsistent and contradictory.

I favoured the testimony of the Tenant over the testimony of the Landlord in regard to the electrical deficiencies, in part, because the testimony of the Witness for the Tenant corroborates the Tenant's testimony and refutes the Landlord's testimony. I found the testimony of the Witness to be very credible, as she did not have the full details of the deficiencies and she was not certain of the date of her observations, which causes me to believe her testimony was not rehearsed.

I favoured the testimony of the Tenant over the testimony of the Landlord in regard to the electrical deficiencies, in part, because of the letter, dated April 23, 2013, which corroborates the Tenant's testimony. While it is possible that the Landlord did not locate this letter when it was posted on her door, I have no reason to doubt the Tenant's testimony that it was posted on April 23, 2013, given that her testimony was supported by a photograph.

I favour the testimony of the Tenant, who stated that the electrical deficiencies were not repaired until May 17, 2013 over the testimony of the Landlord, who stated that the deficiencies were repaired on April 05, 2013. I favoured the testimony of the Tenant over the testimony of the Landlord in this regard, in part, because the Tenant's testimony on the previous issue was more credible.

I favoured the testimony of the Tenant over the testimony of the Landlord in regard to the timing of the repairs, in part, because of the letter, dated April 23, 2013, which refutes the Landlord's testimony that the repairs were complete by that date.

I find that being without electricity in a variety of places in the rental unit for approximately two months interfered with the Tenant's right to the quiet enjoyment of the rental unit and that the Tenant is entitled to compensation for that inconvenience. As the Tenant could use all of the rooms in spite of the absence of electricity, with the use of extension cords, I do not find that the Tenant should be compensated in the amount of \$600.00. I do find that the inconvenience was significant, however, and I grant compensation in the amount of \$400.00.

Conclusion

The Tenant has established a monetary claim of \$450.00, which is comprised of compensation for being without electricity and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it

may be filed with the Province of British Columbia 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: September 27, 2013

Residential Tenancy Branch

