



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for emergency repairs and money owed or compensation for damage or loss under the Act, the regulation or the tenancy agreement and for an order that the landlord comply with the Act, the regulation or the tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant to any of the above under the Act, the regulation or the tenancy agreement?

Background and Evidence

The tenancy began on or about December 30, 2012 and ended on March 31, 2013. Rent in the amount of \$1100.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$550.00.

The tenant gave the following testimony:

The tenant stated that on the second day of her tenancy her unit had a major electrical failure. The tenant stated that the unit was without heat or electricity during that time. The tenant stated that her appliances were without power and that she was unable to cook. The tenant stated that the landlord made many illegal entries into her unit as well as ongoing harassing behaviour. The tenant stated that she feels that compensation in the equivalent of one months' rent would be a way for the landlord to rectify her behaviour.

The landlord gave the following testimony:

The landlord stated that she adamantly disputes the claims made by the tenant. The landlord stated that the electrical repairs were done within an extremely short time especially since it was during the holidays. The landlord stated that the electrician advised that the electrical issue was due to the tenants overloading the system with multiple electronic devices and appliances. The landlord stated that the unit was not without power during the time alleged. The landlord stated that if the tenant would reduce the amount of items plugged in until the work was concluded the unit would still provide heat and electricity. The landlord stated that she feels she has done everything possible to accommodate the tenant. The landlord disputes the illegal entries as well as harassing behaviour.

Analysis

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim, in this case the tenant must prove her claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The tenant has failed to provide sufficient evidence to prove all of the above requirements, specifically #2-4. In addition I did not find the tenants testimony to be compelling.

The tenant alleged that the landlord had made unauthorized entries to her suite but when I asked the tenant if she had ever seen the landlord in the unit her response was "no, I did not". The tenant also alleges harassment but concedes that the landlord offered her a \$700.00 rent reduction for the month of January, tea and chocolates as a good will gesture for the inconvenience of the electrical issue.

I find that the landlord acted in accordance with the Act and conducted the repairs in a quick fashion. The tenant has not satisfied me that the landlord was harassing her or making unauthorized entries into the unit.

Based on the tenants inconsistent and contradictory testimony and the insufficient evidence submitted I must dismiss the tenants' application.

Conclusion

The tenants' application is dismissed in its entirety without leave to reapply.

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 18, 2013

Residential Tenancy Branch

