



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Landlord: OPR, MNR  
Tenant: MNDC, PSF, RR, O

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought an order requiring the landlord provide services or facilities and a rent reduction and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord; his witness; the tenant; and her witness.

The parties confirm that prior to the hearing the tenant had vacated the rental unit. As such the landlord was no longer in need of an order of possession. I amend the landlord's Application to exclude the matter of possession.

As the tenant no longer resided in the rental unit there was also no longer a need for an order to have the landlord provide services or facilities or to an ongoing or future rent reduction. I amend the tenant's Application to exclude these matters.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to compensation for damage or loss resulting from a violation of the *Act* regulation or tenancy agreement, pursuant to Sections 27, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on December 31, 2013 for a month to month tenancy beginning on January 1, 2013 for a monthly rent of \$1,000.00 due on the 1<sup>st</sup> of each month with a security deposit of \$500.00 paid. The parties agree the tenancy ended when the tenant vacated the rental unit by September 16, 2013.

The parties agree the tenant failed to pay rent for the month of September 2013. The landlord seeks a monetary order for the amount of rent outstanding.

The tenant submits that the landlord on August 12, 2013 removed her stove and cupboard doors. The landlord confirms that he had discussed with the tenant that he would be doing some work in the unit and that she could use the kitchen facilities in the upstairs unit while the work was underway.

The tenant submits that on August 15, 2013 the landlord had turned off the hydro for her fridge; dishwasher and dryer. She states that there was an electrical panel in an outbuilding that the landlord used to do this.

The tenant submits that as a result she had lost a substantial amount of food that had been in the fridge and she had to replace it with microwaveable food and seeks compensation in the amount of \$424.47 in replacement food costs and \$76.00 in costs for laundry and gas to transport her laundry.

The tenant also seeks compensation in the amount of \$500.00 for not having a stove, dryer or dishwasher.

The landlord submits that the electrical panel is located for the entire rental unit is located in the 2<sup>nd</sup> bedroom in the tenant's unit and he did not have access to turn it off and in the alternative, if the hydro had been turned off all the tenant had to do was turn it on herself.

Both parties had witnesses provide testimony that agreed with their respective positions.

### Analysis

As the parties agree the tenant has not paid the landlord rent for the month of September 2013, I find the landlord is entitled to compensation for the lost revenue.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In relation to the tenant's claim for compensation for loss of food and additional laundry costs resulting from the landlord turning off hydro to certain outlets in the rental unit, I find as follows:

- The landlord disputes the tenant's claim that the electrical panel is located in an outbuilding where the tenant does not have access but rather the panel is in the tenant's rental unit. The tenant has provided no documentary evidence that electrical panel is located in any area to which she does not have access. As such, I find the tenant has failed to provide sufficient evidence to establish that she has suffered a loss or that the loss results from the landlord's breach of the Act, regulation or tenancy agreement; and
- While I accept the landlord remove the stove from the tenant's kitchen I find that the landlord had provided the tenant with an alternate kitchen for use during the renovation and as such I find the tenant has failed to provide sufficient evidence to establish that the landlord has breached the Act, regulation or tenancy agreement.

For these reasons I dismiss the tenant's Application in its entirety.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,000.00** comprised of rent owed.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 29, 2013

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Residential Tenancy Branch

