



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 890 DEVONSHIRE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ERP RP, OLC, MNDC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to comply with the *Act*, conduct emergency repairs and provide services. The tenant also applied for compensation in the amount of \$5,000.00.

Prior to this application, these parties attended a hearing on May 08, 2013 to address the tenant's application to set aside a notice to end tenancy. The tenant filed a copy of this decision into evidence. The notice was upheld and the tenancy continued.

On September 24, 2013, a hearing was convened to address this application of the tenant, for remedies as above. The landlord's agent attended the hearing and requested an adjournment. The hearing was rescheduled for today, October 17, 2017.

Despite having been served with a notice of this hearing, the landlord did not attend. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Was the landlord negligent in his responsibilities to provide adequate services as per the tenancy agreement? Is the tenant entitled to compensation for the lack of power and water since June 2013?

Background and Evidence

The tenancy started on November 01, 2012. The monthly rent is \$600.00. Neither party filed a copy of the tenancy agreement.

The tenant testified that the landlord intends to renovate the units in the building and rent them out at a higher rate. When the landlord served the tenant with a notice to end tenancy for landlord's use of property in March 2013, he did not have the required permits in place, and therefore the notice was set aside and the tenancy continued.

During the hearing on September 24, 2013, the landlord stated that the tenant has not paid any rent since March 2013 and had been served with two notices to end tenancy

for non payment of rent. The landlord stated that the tenant did not dispute the notices and did not pay rent. These notices were not filed into evidence and the tenant denied having received them.

The tenant stated that he has not paid rent since July 2013 because he had extra expenses due to the lack of power and water. The tenant testified that he is unable to cook and has to shower at the local pool which costs him approximately \$35.00 per day to eat at restaurants and \$5.00 to shower at the pool.

The tenant stated that he has a dog and it is difficult to find a place that will allow him to keep his dog. He testified that he was without power for two days in June and most of July. The tenant has had no water since mid July. The tenant testified that the water and electrical systems were vandalized

Analysis

Based on the sworn testimony of the tenant, I find that the landlord has failed to provide the tenant with the necessary services and I order him to do so immediately. The landlord must restore power and water supply to the rental unit.

Regarding the tenant's monetary claim, the tenant has not provided any evidence of having incurred expenses of \$35.00 per day as per his monetary claim. However, I allow the tenant to live rent free for the months of June and on, until the landlord restores power and water to the rental unit. The landlord must not make any claim for back rent or current rent until the services are fully restored.

Conclusion

I grant the tenant an order directing the landlord to reinstate full power and water services to the rental unit on or before November 15, 2013. The tenant is not required to pay back rent or any rent until the services are fully restored.

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 17, 2013

Residential Tenancy Branch