



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, MNDC, MNR, MNSD, OLC, PSF

### Introduction

This is an application for a Monetary Order for \$4703.75, a request for emergency repairs, and a request for an Order for the landlord to provide services or facilities required by law.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the applicant entitled to a Monetary Order in the amount of \$4703.75?

Has the landlord failed to provide services or facilities required by law and should emergency repairs be made for safety or health reasons.

## Background and Evidence

The applicant testified that:

- From June 2013 through to the present time, the electricity and water has been shut off to the rental unit and therefore it's become extremely expensive just to wash, clothe, and feed himself and his dog.
- The situation has become very unhealthy and has resulted in the decline of his physical condition and as a result he's also had the cost of two ambulance rides.
- The landlords have also boarded up the laundry room and therefore he has no access to do laundry.
- The parking area in the rental property has also become very dangerous as the landlord has allowed the Police Department to do vehicle inspections in the parking lot, and now has construction equipment stored in the parking lot.
- He therefore is requesting compensation of \$65.00 per day from the date that the Hydro, & water were discontinued.
- He is also asking for the return of his damage deposit and pet deposit.
- He is also requesting an order for the electricity and water utilities to be reconnected and that laundry service be reinstated.

The respondent testified that:

- At the end of March 2013 at two month Notice to End Tenancy was given to the tenant, of which he filed no dispute. Therefore this tenancy ended at the end of May 2013.
- Since the tenancy ended and the tenant should have vacated at the end of May 2013, they have not accepted any further rent for the rental unit and therefore the tenants been living in the unit for the months of June through to the present without paying any rent and is basically a squatter.
- They did not cut off the water to the rental unit, the water system was vandalized causing a major flood in the building and extensive damage to the water system.

- They did not cut off the Hydro to the building either, the electrical panel in the building was also vandalized and had all the wires stripped out of the panel.
- They have not repaired this damage, because there is not supposed to be any further tenants in the rental property.
- Therefore since the tenant was supposed have moved at the end of May 2013, they feel this full claim should be dismissed.

In response to the landlord's testimony the tenant testified that:

- He never received a two month Notice to End Tenancy from the landlords, and only became aware that notices to end tenancy were being served on the other tenants when he was informed of it from another tenant in the property.

### Analysis

The landlord claims that this tenancy ended at the end of May 2013 pursuant to a two month Notice to End Tenancy, however he has provided no copy of that notice and therefore it's my finding that the landlord has not proven that this tenancy ended at the end of May 2013.

Therefore, since the landlord has supplied insufficient proof to show that this tenancy has ended, is my finding that the landlord is responsible for maintaining the electrical and water service to the rental unit.

If the landlord has in fact served a two month Notice to End Tenancy on the tenant, this decision does not stop him from using that notice as evidence in any future hearing, however since he has not provided a copy of a notice to today's hearing I cannot take it into consideration.

I have therefore issued an order for the landlord to restore electrical, and water utilities to the rental unit that's in dispute, and to restore laundry service.

Further, since the loss of electricity, water and laundry is a major loss of service, I will allow a portion of the tenant's monetary claim. I will not allow the full \$65.00 per day claimed by the tenant, as the tenant has provided no evidence whatsoever of having costs of that amount. What I will order is that the tenant is not required to pay any rent from the month of June 2013 and continuing until the services are restored.

I make no order regarding the parking lot, as I fail to see how the use of the parking lot for storage etc. significantly impacts this tenancy.

The landlord testified that he has not collected any rent from the tenant since May 2013, and therefore I will not issue any order for the return of any rent, however as stated above the tenant will not be required to pay any outstanding rent.

### Conclusion

I have issued an Order for the landlord to restore electricity, water, and laundry service to the rental unit.

I further order that the tenant is not required to pay any back rent, or any further rent, until full electricity, water, and laundry services are 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 10, 2013

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Residential Tenancy Branch