



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on September 9, 2013, the landlord did not participate in the conference call hearing. The tenant gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence and Analysis

The *tenant's undisputed testimony is as follows*. The tenancy began on December 1, 2012 and ended on July 27, 2013. The tenants were obligated to pay \$1100.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$550.00 security deposit.

I address the tenants' claims and my findings around each as follows.

First Claim – The tenant is seeking is seeking \$24.00 for photocopying documents for this hearing. It was explained to the tenant that these costs are not prescribed for under the Act when one litigates their claim. The tenant indicated she understood. I dismiss this portion of the tenant's application.

Second Claim- The tenant is seeking \$550.00 for the last half of the rent of July 2013. This matter was subject of a separate hearing where the Arbitrator made a finding that the tenant was to pay that amount. It was explained to the tenant as this matter has already been dealt with I must dismiss this portion of her application.

Third Claim - The tenant is seeking \$234.23 for replacement of food and \$13.97 for purchasing temporary lighting. The tenant stated that she was forced to incur these costs as the landlord had "cut off her power" without justification. The tenant stated that she lived in a 10 unit townhouse complex. The tenant stated that the landlord had notified her by phone that he had turned off the power and would remain off until the tenant moved out. The tenant stated that she had contacted the Strata to make inquiries if she was able to have her power turned back on. The Strata was hesitant in getting involved however they did change the lock to the electrical room pending this outcome to limit access. The tenant stated the Strata received a request from the landlord to allow him access to the electrical room to turn of the power which he was denied and was directed to speak to the Branch. The tenant stated that a Strata Council member observed the landlord dressed "like a power worker with a hardhat, vest and little tool box" and access the electrical room. The tenant provided the letters to support this claim. Based on the above I find that the tenant is entitled to the costs as claimed in the amount of \$248.20.

Fourth Claim- The tenant is seeking \$400.00 for the stress her son endured in this matter, \$500.00 for the scars the tenant developed from the stress related hives this matter caused her and \$3000.00 for all the harassment she endured from the landlord. When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their 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.

Given the evidence before me and in the absence of any evidence from the Landlord who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the tenant and corroborated by her evidence, however I do not agree with the amount being sought by the tenant. Due to the landlords actions the tenant did incur some hardship. I do find that the tenant is entitled to a nominal amount. Based on all of the above and on the balance of probabilities I find that the tenant is entitled to \$300.00.

Conclusion

The tenant has established a claim for \$548.20. I grant the tenant an order under section 67 for the balance due of \$548.20. This order may be filed in the 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: December 16, 2013

Residential Tenancy Branch

