



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Starlight Investments Ltd.
Capreit
Gateway Property Management Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC; MNR; OLC; O; FF

Introduction

This Hearing was convened in response to the Tenant's application for compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for an Order that the Landlords comply with the Act, regulation or tenancy agreement; for a monetary order for the cost of emergency repairs; to recover the cost of the filing fee from the Landlords; and for "other" orders.

The parties gave affirmed testimony at the Hearing.

Preliminary Matters

The Tenant's agent testified that each Respondent was served with the Notice of Hearing documents by registered mail. The Tenant's agent provided the tracking numbers for each registered package. The Tenant's agent stated that each Landlord was also provided with copies of the Tenant's documentary evidence.

The Respondent C's agent PD stated that her documentary evidence was sent to the Tenant by registered mail on April 24, 2014. The Tenant's agent stated that the Tenant did not receive the documentary evidence because it was not sent to the mailing address given on the Tenant's application. The Tenant's agent testified that the Tenant was away often and had not seen the documentary evidence, which was sent to the rental unit rather than to the mailing address provided. I invited PD to provide her evidence orally.

The Landlord SIL's agent DH testified that he did not receive any materials from anybody. He testified that the Landlord SIL is asset manager to the Landlord GPML. DH stated that GPML is not the Tenant's current Landlord.

PD testified that The Landlord C purchased the rental property in September, 2013. The Tenant's agent did not dispute this fact.

The Tenant's Application for Dispute Resolution indicates that he is seeking "other" relief. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to

provide details in the “Details of Dispute Resolution” section. No details were provided. Therefore this portion of the Tenant’s application is dismissed.

The Tenant’s Application also seeks a monetary order for the cost of emergency repairs. The Tenant did not provide any evidence of emergency repairs that were done by the Tenant and therefore this portion of his application is also dismissed.

Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order in compensation for damage or loss under the Act, regulation or tenancy agreement?
- Should the Landlords be ordered to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The Tenant’s agent KH and PD agreed on the following facts:

- This tenancy began on November 1, 2012.
- Monthly rent is \$1,170.00, due on the first day of each month.
- The Tenant paid a security deposit of \$585.00 on September 20, 2012, at the beginning of the tenancy.
- A tenancy agreement was signed at the beginning of the tenancy.

The Tenant’s agent KH gave the following testimony:

KH testified that when the Tenant moved into the rental building, GPML’s agent agreed that monthly rent would include utilities. She stated that this was a verbal agreement.

KH testified that the Tenant was away for a few days in December, 2013, and returned on December 24, 2013, to find the power was cut off without notice. The Tenant called BC Hydro and was advised that nothing could be done until after the holidays. The Tenant was advised that the power was shut off because hydro had not been paid since June, 2013. I questioned KH about whether or not the Tenant had received notices from BC Hydro prior to the power being cut off. She stated that correspondence from BC Hydro would have come to the rental unit in the name of “occupant” and that the Tenant probably ignored any such letters, thinking they were junk mail.

The Tenant seeks compensation, as follows:

Re-connection fee	\$125.00
Cost of two day’s accommodation	\$130.00
Loss of groceries	\$150.00
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$455.00

PD gave the following testimony:

PD testified that the tenancy agreement indicates that the Tenant is responsible for the cost of electricity. She stated that she did an audit of the rental property prior to the Landlord C purchasing it, and that there were no leases than included electricity in the rent. PD testified that the Tenant's tenancy agreement indicates that the Tenant was given the first month's rent free as an incentive.

KH acknowledged that the first month of the tenancy was rent-free.

Analysis

This is the Tenant's claim for damage or loss under the Act and therefore the Tenant has the burden of proof to establish his claim on the civil standard, the balance of probabilities.

Based on the testimony of both parties, I find that the Tenant did not provide sufficient evidence to prove his claim. Furthermore I find, on the balance of probabilities, that it is most unlikely that the Landlord GPML gave the Tenant one month of free rent plus unlimited free hydro for the duration of the tenancy.

The Tenant has not been successful in his application and I find that he is not entitled to recover the cost of the filing fee.

Conclusion

The Tenant's application is **dismissed 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: May 12, 2014

Residential Tenancy Branch

