



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coomunity Builders Benevolence Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67; and
2. An Order for repairs – Section 32.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

Has the Tenant substantiated the damage claimed?

Background and Evidence

The Tenant states that the Landlord has been ordered by other agencies to keep the electrical panel in the building locked at all times. The Tenant states that on July 19, 2015 the Landlord caused the power in the building to surge and that this electrical surge damaged the Tenant’s external hard drive. The Tenant states that the tower was not damaged with the surge. The Tenant states that the surge occurred as a result of the Landlord’s negligence in not keeping the electrical panel locked and by allowing unauthorized access. The Tenant states that the person who accessed the panel did so because a breaker blew from the vacuuming but that this person went to the wrong breaker box, did not know what they were doing, were indiscriminately turning breakers

off and on, and a power surge resulted. The Tenant states that the loss of electricity during this one time incident last minutes.

The Tenant states that he did not take the drive to be assessed for repair or replacement as it was going to cost \$60.00 and was not under warranty. The Tenant claims the original cost of the hard drive purchased approximately a month before the incident. The Tenant also claims an order that the Landlord make repairs by locking the panel.

The Landlord states that the electrical panel is locked but that it sometimes gets vandalized. The Landlord states that it locks the panel as soon as it is discovered opened. The Landlord states that the incident occurred on July 21, 2015 and that the person who accessed the panel was authorized as an employee to access the panel. The Landlord states that it does not see how the surge could have caused the damage claimed by the Tenant and that the Tenant only has a photo that does not show any damage. The Landlord states that the damaged drive was never shown to the Landlord. The Landlord makes a submission detailing a significant number of disputed either between the Parties or with the Tenant representing a Party against the Landlord. The Tenant states that a manager was brought into this unit and shown the hard drive.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party.

Although the Tenant refers to orders from other bodies for the panel to be locked, the Act does not apply to other agency orders and this evidence is not relevant to the issue of repairs. I do not find that one instance of a power surge indicates that repairs are

required to the panel particularly since the Tenant's evidence indicates that it was not the panel that was the problem but the lack of knowledge by the person accessing the panel that was causing the surge. As a result I find that the Tenant has not substantiated a basis for repairs and I dismiss the Tenant's claim for repairs.

The Tenant did not provide any supporting evidence of damage to the drive or the causation of the damage to the drive. The Tenant only provided a photo that shows no damage and a visual presentation of a drive cannot be evidence of internal damage. I find the Landlord's evidence of disbelief of damage to be credible. I find therefore that without supporting evidence that the drive was damaged and that the damage to the drive was caused by a power surge and not some defect with the drive itself, I find that the Tenant has not substantiated on a balance of probabilities that the drive was damaged or was damaged by an act or negligence of the Landlord. I therefore dismiss the claim.

Conclusion

The Tenant's application is dismissed.

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: September 28, 2015

Residential Tenancy Branch

