



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPL, OPC, OPB, MNR, MNDC, CNL, MNDC, MNSD, OLC*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. Even though the parties made application pursuant to the *Manufactured Home Park Tenancy Act*, since the tenant rents the trailer from the landlord, this matter falls under the jurisdiction of the *Residential Tenancy Act*.

The landlord initially applied for an order of possession pursuant to a notice to end tenancy for landlord's use of property and for a monetary order for unpaid rent and other damages. On October 27, 2015, the landlord amended her application to include an application for an order of possession pursuant to a notice to end tenancy for cause. At the time of the amendment the landlord had not served the tenant with a notice to end tenancy for cause, but did so later, on November 05, 2015.

The tenant applied for an order to cancel the first notice to end tenancy and for a monetary order for compensation for loss under the *Act* in the amount of \$300.00.

The tenant testified that he served the landlord with the notice of hearing package on October 23, 2015 by registered mail. The tenant filed proof of service by registered mail. Despite making application and having been served a notice of hearing by the tenant, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Since the landlord did not attend the hearing the landlord's application is dismissed and accordingly, the notices to end tenancy are set aside. The tenancy has not ended and therefore the tenant's application for the return of the security deposit is premature and was not dealt with during the hearing. Accordingly, this hearing only dealt with the tenant's application for compensation.

Issues to be decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy started on August 01, 2015. The monthly rent is \$950.00 payable on the first of the month. Prior to moving in the tenant paid a security deposit of \$500.00.

The tenant has applied for compensation in the amount of \$300.00 for a loss he suffered when the electrical supply to the trailer failed. The tenant stated that on September 24, 2015, the power supply failed and he informed the landlord by text message. The landlord responded immediately and instructed the tenant to use limited appliances simultaneously because the trailer did not support the use of multiple appliances at the same time. On September 25, 2015 the tenant contacted an electrician and had the breaker fixed and sent the bill to the landlord.

The landlord protested about paying the bill because she had not authorized the tenant to go ahead and hire an electrician. The tenant however went ahead and made a deduction of the amount of the bill from the rent due on October 01, 2015. The tenant agreed that he had been compensated for the cost of the electrician.

The tenant state that he had used a laundromat during the power outage and incurred a cost of \$80.00. He had also lost food from the freezer in the amount of \$100.00 and had incurred a cost of \$120.00 for takeout food. The tenant is claiming a total of \$300.00. The tenant has not provided receipts or proof of having incurred these expenses.

Analysis

Section 33(3) of the *Residential Tenancy Act* addresses emergency repairs made by a tenant. This section states that a tenant may have emergency repairs made only when all of the following conditions are met:

- Emergency repairs are needed
- The tenant has made at least 2 attempts to contact the landlord
- Following those attempts, the tenant has given the landlord reasonable time to make the repairs.

Based on the evidence filed by the tenant and his verbal testimony at the hearing, I find that the tenant contacted the landlord once on September 24, 2015 at the time of the power outage and had the repairs done the very next day. Therefore I find that the tenant did not make two attempts to contact the landlord and also did not give the landlord reasonable time to make the repairs.

Since the outage was less than 24 hours in length and because the tenant did not file any receipts for out of pocket expenses, I find the tenant's claim for \$80.00 for laundry and \$120.00 for food unreasonable. The tenant could have done his laundry the very next day and had no reason to visit a laundromat to do \$80.00 worth of laundry. I further find that the tenant's claim of \$120.00 for food for one day is unreasonable. Therefore I dismiss the tenant's claim for the cost of laundry and takeout food.

I also find that on a balance of probabilities it is more likely than not that food stored in a freezer will keep for a period of less than 24 hours.

However, Residential Tenancy Policy Guideline #16 states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Based on the above, I award the tenant a minimal award of \$25.00 for the inconvenience suffered due to the loss of power to the trailer. The tenant may make a onetime deduction of this amount from a future rent.

Conclusion

The application of the landlord is dismissed.

The tenant may make a onetime deduction of **\$25.00** from a future rent.

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 01, 2015

Residential Tenancy Branch

