



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This matter dealt with an application by the Tenants for compensation for damage or loss under the Act, regulations or tenancy agreement, to recover the filing fee and for other considerations.

The Tenants said they served the Landlords with the Application and Notice of Hearing (the “hearing package”) by personal delivery on January 13, 2016. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Have the Tenants incurred a loss or damage and if so how much?
2. Are the Tenants entitled to compensation for that loss or damage and if so how much?
3. What other considerations are there?

Background and Evidence

This tenancy started approximately 2 1/2 years ago. Rent was \$800.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$200.00 which the Landlord said was returned to the Ministry in May, 2016 after the tenancy ended on April 30, 2016. The Tenant said they gave the Landlord a forwarding address in writing on April 30, 2016 and the Landlord said no forward address was given to them.

The Tenant said they have made this application because the shop that was on the property was hooked up to the same hydro meter as the house they rented. As a result the Tenants said they paid all the electrical costs for the shop even though the Landlord used the shop on a regular basis. The Tenants said they are requesting the Landlord pay half the electrical costs for the full tenancy because of the Landlord using the shop.

The Tenant said they are claiming \$2,013.04 in electrical costs for the shop and they believe the Landlord is responsible for that amount.

The Tenants were asked how they calculated that amount and if they had any corroborative evidence to support the claim. The Tenants said they estimated 50% of the costs and they do not have any evidence on how much electricity the shop used to support the claim.

The Landlord's agent said the Tenant used the shop regularly and the Tenant misrepresented the method of heating the shop in his application. The shop heat is hot water heated by wood. The Agent said the only electrical uses in the shop are a fan, lights and tools. The Agent said the cost to run these items would be minimal over a year. The Agent gave the Arbitrator two websites for electrical costs.

The Landlord said he did use the shop but it was not on a regular bases. He said he did some 2 to 3 day projects and then used the shop a couple of times a month.

The Tenant said that was wrong the Landlord used the shop daily.

In the Landlords' evidence package there is a previous decision that states the Tenant had use of the shop in trade for paying the electrical usage for the shop. The Landlord said the shop was not part of the tenancy with the Tenant and the shop use was a separate item. The Tenant said there was no tenancy agreement but he had a key to the shop from the start of the tenancy.

The Landlord said in closing that the Tenants' application is in retaliation of the Landlord evicting them. As well the Tenant had use of the shop for the paying the hydro bill for the shop.

The Tenant said their application is not in retaliation for the eviction and the Landlord should have to pay his share of the electrical costs to run the shop.

Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

In order to be successful in a monetary claim an applicant must prove the claim. In this situation it is unclear if the Tenant got access to the shop in trade for paying the hydro costs for the shop and as both the Tenant and Landlord used the shop it is again unclear whose responsibility the hydro costs for the shop were. As there is no written tenancy agreement and no written agreement on the shop I find the Tenant has not established grounds to prove what the actual loss was and the Tenant has not verified

the loss with corroborative evidence that proves the amount and cost of electricity that the shop used. Consequently I dismiss the Tenant's application without leave to reapply for lack of corroborative evidence to support the Tenants claim.

Further as the Tenants have not been successful in this matter I order the Tenants to bear the cost of the filing fee of \$50.00 that they have already paid.

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: August 23, 2016

Residential Tenancy Branch