



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Berkley Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, ERP, RR, FF

### Introduction

This is an application, brought by the tenant, requesting a Monetary Order in the amount of \$2700.00, requesting an order for the landlord to comply with the tenancy agreement, requesting an order for emergency repairs, requesting an order allowing the tenant to reduce the rent for services not provided, and requesting recovery of the filing fee.

A substantial amount of documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

### Issue(s) to be Decided

The issues are:

- Whether the applicant has established monetary claim against the landlord.
- Whether an order is required for the landlord to comply with the tenancy agreement.
- Whether the tenant should be allowed to reduce the rent.
- Whether to order recovery of the filing fee.

### Background and Evidence

The parties agree that this tenancy began on May 1, 2014 and that the present monthly rent is \$823.00, due on the first of each month.

The applicant/tenant testified that on October 18, 2016 the electricity to the rental unit was turned off, and, although she informed the building manager of the issue the next day, it has still not been turned on.

The applicant further testified that she lived in the rental unit to the end of October 2016, however, at that time, it became too cold to continue living in the rental unit, and therefore she had to rent alternate accommodations, as of November 1, 2016, at a cost \$750.00.

The applicant further testified that she phoned the management company and informed them that the power was off; however the person who answered the phone told her that her tenancy agreement was null and void. She could not however recall the name of the person she spoke to.

The applicant is therefore requesting an order that the power be turned back on immediately, and is requesting a Monetary Order as follows:

Cost of alternate accommodation for November 2016	\$750.00
Extra living expenses	\$1950.00
Filing fee	\$100.00
Total	\$2800.00

The applicant is also requesting that the rent be reduced because of the landlord's failure to provide the electrical service.

The landlord testified that, they were forced to upgrade the electrical service by the City of North Vancouver, and as a result instead of supplying electricity to the whole building, each unit was given a separate electrical meter.

Landlord further testified that, at that time, all the tenants were informed this was taking place, and they were requested to put the BC Hydro accounts for their unit into their names.

The landlord further testified that they were totally unaware of the fact that this tenant had not put the Hydro account for her unit into her name, and therefore did not know that the bills were not being paid.

The landlord further testified that, they were not aware that the electricity had been turned off to this rental unit, and, in fact, did not find out about it until they received the tenants application for dispute resolution.

The landlord further testified that he does not dispute the fact that, in the tenancy agreement, electricity is included, and they are fully willing to ensure that the utilities to this rental unit are paid, and that the electricity is turned back on immediately, at no cost to the tenant.

The landlord further stated, however, that they are not willing to pay any compensation to the tenant because they were not aware of the fact that the electricity had been turned off, and, had they been informed of the problem, they would have rectified the issue right away.

In response to the landlord's testimony the tenant stated that she fails to see how the landlords were not made aware of the problem, as she reported it to the building manager the day after the electricity was turned off.

### Analysis

The parties are in agreement that the electricity is included in the tenancy agreement, and the landlord has stated they are willing to ensure that the electricity is immediately turned on, and therefore I have issued an order that reflects the landlord's statement.

I will also allow a portion of the tenants request for compensation, as I accept the tenant's testimony that she informed the building manager of the problem the day after her electricity was turned off. The landlord claims that they were unaware of the problem until they received this application for dispute resolution however I find it very unlikely that the tenant would not have contacted her building manager, as soon as her electricity went off. The problem therefore, may lie in a miscommunication between the building manager and the management company.

It is my decision therefore that I will allow the tenants claim for the \$750.00 she had to pay for alternate accommodation, as her unit had no electricity.

I will not, however, allow the tenants claim for \$1950.00 in extra living expenses as she has not provided any evidence, or even any form of record-keeping of any extra expenses.

It is my decision however that I will allow the tenants request to reduce the rent. I order that the rent be reduced by the full \$823.00 for the month of November 2016 during which she was unable to stay in the rental unit.

I also allow the tenants request for recovery of her \$100.00 filing fee.

Therefore the total amount I have allowed is as follows:

Alternate accommodation costs	\$750.00
Return of November 2016 rent	\$823.00
Filing fee	\$100.00
Total	\$1673.00

### Conclusion

I have issued an Order that the landlord ensure that the electrical utility is turned on as soon as possible.

I have issued a Monetary Order in the amount of \$1673.00.

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: November 24, 2016

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Residential Tenancy Branch