



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the Residential Tenancy Act (the "Act") for:

- a monetary order for loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties were represented at the hearing and were given a full opportunity to speak, present evidence, call witnesses and submit written evidence. The corporate landlord was represented by its agent, AG (the "landlord").

As both parties were represented I confirmed there were no issues with service. The parties confirmed receiving the tenant's application for dispute resolution and evidence and the landlord's evidence package. Pursuant to sections 88 and 89 I find that the parties were duly served with the tenant's application and respective evidence.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

Is the tenant entitled to recover the cost of this application from the landlord?

### Background and Evidence

The parties agreed on the following facts. This fixed term tenancy began in September, 2016 and is scheduled to end August 31, 2017. The monthly rent is \$1,150.00 payable on the first of the month. A security deposit of \$575.00 was paid at the start of the tenancy and is still held by the landlord. Utilities are not included in the rent.

The rental unit is a larger unit in a multi-unit building. There are three thermostats in the rental unit regulating the indoor temperature. The tenant said that the electricity bill for the months of December through February was excessively high. The tenant said that upon receiving the bill from the utility company he alerted the landlord. The landlord testified that in response to the tenant's request a worker was dispatched to the rental unit. The worker found that one of the three thermostats required replacement while the other two were functioning normally.

The tenant submitted into written evidence several electricity bills to show that the usage was markedly higher during one billing period.

Period	Amount
Sep 01 to Oct 13	\$49.81
Oct 14 to Dec 13	\$190.52
Dec 14 to Feb 14	\$422.69
Feb 15 to Mar 31	\$127.92

The landlord testified that reasonable action was taken when alerted to the malfunctioning thermostat by the tenant. The tenant gave evidence that the thermostat malfunction was not noticed until the utility bill arrived. The tenant said that he had not increased electricity usage in the rental unit during the period in question.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

I find there is insufficient evidence that there has been a violation of the *Act*, regulations or tenancy agreement by the landlord giving rise to the damages claimed by the tenant. I accept the undisputed evidence of the parties that the tenant did not notice anything amiss with the function of the thermostat until an electric bill was received. I accept the evidence of the parties that the landlord arranged an inspection of the rental unit when

alerted to the high usage by the tenant. I find that the landlord took reasonable steps by performing an inspection and making repairs in a matter of days since the tenant reported the issue.

As I find that there has been no violation of the Act, regulations or tenancy agreement that has given rise to the losses suffered by the tenant, I must consequently dismiss the tenant's application.

As the tenant's application was unsuccessful the tenant is not entitled to recover the filing fee for this application.

### 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: August 23, 2017

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Residential Tenancy Branch